

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

**THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement")** is made and entered into this 1st day of March, 2017, by and between Tuwanda Smith Adams, ("Plaintiff"), and the **CHARLOTTE-MECKLENBURG BOARD OF EDUCATION, et. al.** ("Defendants"). Plaintiff and Defendants are referred to herein jointly as "the Parties."

Whereas, Plaintiff has filed a lawsuit in the General Court of Justice, Superior Division, Mecklenburg County captioned as 15 CVS 16173 (the "Action") asserting various claims against the Charlotte-Mecklenburg Board of Education, multiple current and former members of the Charlotte-Mecklenburg Board of Education, and multiple current and former employees of the Charlotte Mecklenburg Board of Education.

Whereas, the Defendants deny Plaintiff's allegations and make no admissions regarding liability or wrongdoing of any kind.

Whereas, the intent of this Agreement is to express in writing the settlement agreement reached between the Parties.

**NOW, THEREFORE**, in consideration of the promises and releases contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. In exchange for a complete release of all claims and damages alleged by the Plaintiff, the Defendant shall pay or cause to be paid Ten Thousand Dollars and No/100 (\$10,000.00) as a complete and final settlement of this matter. The settlement payment shall be made within fourteen (14) business days after the Defendant's receipt of this Agreement executed by the Plaintiff.

2. This Agreement and the payment of the Proceeds, as set forth herein, are contingent upon Plaintiff filing a Voluntary Notice of Dismissal of the Action delineated as 15 CVS 16173 with prejudice no later than February 28, 2017.

3. In consideration of the settlement hereby made, Plaintiff, Tuwanda Smith Adams, individually, and on behalf of her heirs, successors, guardians and assigns, (collectively the "Releasor"), hereby forever discharges and release the Charlotte-Mecklenburg Board of Education, its current and former members, its current and former employees, agents, representatives, successors, assigns, and insurance carriers, (collectively the "Releasees") from any and all past, present, or future claims, lawsuits, liabilities, demands, costs, expenses, action or causes of action of any kind or character whatsoever, including attorneys' fees and costs, whether at law or equity, known or unknown, Plaintiff now has, or which may hereinafter accrue or otherwise be acquired, on account of: (1) the matters alleged in (or which could have been alleged in) or relating to the Action; and (2) any and all other claims of any kind whatsoever, including, without limitation any and all known or unknown claims for bodily and personal injuries to Plaintiff, general or compensatory damages or payment of any kind, or any claims of Plaintiff's representatives or heirs at any time up to the execution of this Agreement, except as to obligations

arising out of the terms of this Agreement. Plaintiff expressly acknowledges that she is agreeing to a full and broad release of the Action and any possible claims arising at any time up to and including the time of this Agreement.

4. Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release and that if she later discovers facts different from, or in addition to, those which she now knows or believes to be true concerning the subject matter of the above-captioned matter, that nevertheless this Release shall be and remain effective in all respects. Plaintiff hereby warrants that she is entering into this Agreement after consultation with her attorney with regard to all aspects of the matter at hand, including the tax and other legal consequences of the settlement. Plaintiff further warrants that no promise or inducement not herein expressed has been made. Plaintiff further agrees that she has accepted the obligations herein as a complete compromise of matters involving disputed issues of law and fact. It is understood and agreed to by the Parties that this settlement is a compromise of disputed claims, and the agreements are not to be construed as an admission of liability on the part of the Defendants, by whom liability is expressly denied. The Plaintiff agrees that no further action may be filed against the Defendants based this Action or the related events and circumstances.

5. Plaintiff acknowledges that she is solely responsible for considering and complying with any tax consequences arising in any way from this Agreement.

6. The Parties understand and agree that this Agreement and resolution of this Action is not an admission of liability or wrongdoing on the part of any of the Parties or any of the individuals named in the Action. It is expressly agreed and understood that the Defendants do not admit that they are liable to Plaintiff in any way, but rather that they specifically deny that any action taken with regard to the Plaintiff was wrongful or actionable in any regard. It is further understood that the settlement and payment hereunder is made in order to avoid the expense of litigation, to terminate all controversies between the Parties, and to resolve all claims by and between the Parties.

8. Plaintiff expressly confirms that she is not now, nor has ever been a Medicare beneficiary. Plaintiff further represents that there are no liens or reimbursement rights to any hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company, or attorney enforceable against the proceeds of this settlement or against those released by this Agreement, including the named Defendants and those that may be making the payments herein. If any such lien or reimbursement right is ever exerted against those released herein, the Plaintiff covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromised basis, and to obtain a release from anyone exerting such lien or reimbursement right releasing those released herein and to indemnify and hold harmless Defendants from any costs, expenses, attorneys' fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of any such lien or reimbursement right by any entity having any such lien or reimbursement right.

9. Other than required by law, the Parties agree to limit any comments or communications to a statement that the Settlement Agreement speaks for itself and is a public record to the extent required by law. Nothing herein shall preclude the Defendants from responding to public records requests or otherwise complying with the law, including releasing

any information required by applicable law, including but not limited to the North Carolina Public Records Act and Open Meetings Law. The Parties agree not to disparage one another, directly or indirectly, in connection with any matters set forth or giving rise to any matters set forth in this Agreement. The Parties agree not to represent to any person that the settlement or payment provided herein is an admission of wrongdoing, fault, or legal responsibility.

10. The Parties shall pay their own costs associated with the resolution of this matter, including attorneys' fees.

11. This Agreement will be construed and interpreted in accordance with the laws of the State of North Carolina and proper legal venue for any claim hereunder shall be Mecklenburg County, North Carolina. The Parties agree that in the event that any provision or portion of a provision of this Agreement is deemed unenforceable as a matter of law, the remaining provisions shall retain their binding force.

12. This Agreement contains the entire agreement between the Plaintiff and Defendants with regard to the matters set forth herein, and Plaintiff agrees that the terms of this Agreement are contractual and not a mere recital. This Agreement is deemed to have been mutually drafted by the Parties and any ambiguities herein shall not be construed against either of the Parties.

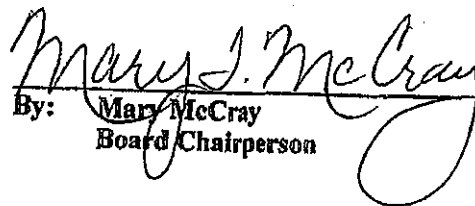
13. The parties agree to execute any further or additional documents and to take such other action as may be necessary to give full force and effect to the terms and intent of this Agreement.

14. The Parties may execute this Agreement in separate counterparts, and the execution of a copy shall have the same effect as the execution of an original. When each Party has signed and delivered one such counterpart to the other, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one (1) Agreement which shall be binding and effective as to all Parties. Such execution and delivery may be by facsimile or PDF attachment to an email.

**BY ENTERING INTO THIS AGREEMENT, EACH PARTY REPRESENTS THAT THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND THOSE TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.**

**FOR ALL DEFENDANTS:**

**Charlotte-Mecklenburg  
Board of Education**

  
By: Mary McCray  
Board Chairperson

**FOR THE PLAINTIFF:**

**Plaintiff**

  
By: Tuwanda Smith Adams

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into effective March 26, 2018, by and among The Charlotte-Mecklenburg Board of Education ("CMS"), Chaunel Johnson ("Johnson"), Avery Mitchell ("Mitchell"), Eric Ward ("Ward"), and Inez Annette Albright ("Plaintiff"). CMS, Johnson, Mitchell, and Ward are referred to collectively as "Defendants." Defendants and Plaintiff are referred to collectively as the "Parties."

### Background Statement

Plaintiff has a pending lawsuit in the United States District Court for the Western District of North Carolina delineated by the Clerk of Court as Case No: 3:17-cv-461 ("Dispute"), asserting various claims of denial of equal protection and tortious interference with contract against the Defendants ("Claims"). Defendants deny Plaintiff's allegations. Plaintiff has agreed to dismiss the Dispute and release Defendants and related parties designated herein from any further actions for the consideration stated below.

Therefore, the Parties agree as follows:

1. No Admissions: This Agreement does not constitute any admission by Defendants of any violation by them of any contract, agreement, plan, statute, ordinance, constitutional provision or other law, and this Agreement shall in no manner be deemed an admission, finding, or indication for any purpose whatsoever that the Defendants have at any time, including the present, committed any unlawful acts against Plaintiff or treated her unfairly or improperly in any way, and Defendants further understand and acknowledge that the Defendants enter into this Agreement solely to resolve all matters between the Parties in an amicable fashion.
2. Compensation: CMS, on behalf of Defendants, agrees to pay Plaintiff in the total amount of \$28,000.00 to settle this matter. Of that total amount, \$22,000 shall be paid to Plaintiff and \$6,000 shall be paid separately to her counsel. All payments will be made on or before May 1, 2018 and shall be reported on Form MISC 1099. In addition, Defendants shall pay all mediation costs in the amount of \$2,407.50, as reflected in the mediator's invoice dated March 27, 2018.
3. Dismissal with Prejudice: Within five (5) days of receipt of the settlement check, Plaintiff agrees to execute and file a Stipulation of Dismissal with Prejudice with respect to Plaintiff's Claims currently pending against all Defendants in the Federal District Court for the Western District of North Carolina.
4. Employment with CMS: Plaintiff is not currently employed with CMS and shall not seek employment with CMS in the future. If asked, CMS will not disclose whether Plaintiff is eligible for reemployment.

5. Non-Disparagement: Plaintiff shall not disparage the Defendants about any of the matters related to the allegations and claims of her Second Amended Complaint or the underlying facts; Defendants shall not disparage Plaintiff regarding any of the matters related to the allegations and claims of her Second Amended Complaint. This prohibition against disparagement includes, without limitation, communications with the news media or made using social media. The Parties may state to the news media, on social media, or to any other individual or group, that this Agreement resolves their differences and that no party has admitted liability or any wrongdoing.

6. Release of Defendants: As a material inducement to Defendants to enter into this Agreement, Plaintiff hereby irrevocably, unconditionally, and generally fully releases, acquits, and forever discharges to the fullest extent permitted by law, Defendants CMS and each of its board members, individual Defendants Johnson, Mitchell, and Ward, and each of Defendants' predecessors, successors, assigns, agents, attorneys, insurance carriers and/or coverage providers, directors, officers, employees, representatives, and all persons acting by, through, under, or in concert with any of them (collectively "Releasees"), from any and all grievances, charges, complaints, claims, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs incurred), of any nature whatsoever, known or unknown, arising out of or related to in any way whatsoever to the Dispute, the Claims, or Plaintiff's employment with CMS, owns, or holds, or claims to have, own, or hold, on or before the date of this Agreement, including but not limited to all allegations contained in the Dispute.

By way of specification and not by way of limitation, Plaintiff specifically waives, releases and agrees to forego any rights or claims that she may now have, or may have heretofore had, against each or any of the Releasees, under tort, contract, or any other law of the State of North Carolina including the North Carolina Constitution, or under any other laws, ordinances, executive orders, rules, regulations, or administrative or judicial case law arising under the United States Constitution or statutory or common laws of the United States.

7. Age Discrimination in Employment Act: Plaintiff specifically disclaims any rights she may have under the Age Discrimination in Employment Act ("ADEA"). In negotiating this Agreement, Plaintiff has been represented by an attorney, has reviewed this Agreement, consulted with her attorney, and has had a reasonable period of time to consider it. Nothing herein shall be construed to waive or release any future claims that may arise after the date of this Agreement, but does release all age discrimination claims that exist as of the date of this Agreement.

Plaintiff may revoke this Agreement within seven (7) calendar days following his execution of this Agreement to:

Charlotte-Mecklenburg Board of Education  
Attention: George E. Battle III, General Counsel  
600 East Fourth Street, Fifth Floor

Charlotte, NC 28202

If Plaintiff does not submit her written revocation of this Agreement to the CMS's General Counsel by 5 p.m. on the seventh (7<sup>th</sup>) calendar day following the execution of this Agreement, the Agreement will be deemed to have taken effect as of March 26, 2018.

8. Attorneys' Fees: Each Party hereto shall bear its own costs and attorney's fees related to this Agreement and the Dispute.
9. Authority: The Parties to this Agreement represent and warrant that they have taken all actions and obtained all authorizations, consents, and approvals as are conditions precedent to their authority to execute this Agreement.
10. Entire Agreement: This Agreement contains the entire agreement between the Parties hereto and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein. The terms of this Agreement are contractual and not merely a recital. This Agreement may not be altered or amended except by an agreement in writing duly executed by all of the Parties hereto.
11. Mutually Drafted Agreement: All of the Parties to the Agreement have had the opportunity to be fully and completely represented by counsel of their own choosing in the negotiation and drafting of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement.
12. Governing Law: This Agreement is entered into in the State of North Carolina and shall be construed and interpreted in accordance with the laws of the State of North Carolina regardless of choice of law principles to the contrary.
13. Counterparts: This Agreement may be executed in counterparts. The Parties hereto may sign separate signature pages that shall constitute one agreement binding on all of the signatories hereto, notwithstanding that the signatories are not signing the same page. Facsimile or other electronic copies shall suffice as originals.

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SIGNATURE PAGE IMMEDIATELY FOLLOWING ON THE NEXT PAGE

IN ENTERING INTO THIS AGREEMENT, EACH PARTY REPRESENTS THAT THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND THOSE TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.

The parties are signing this Agreement effective as of the date stated in the introductory clause.

THE CHARLOTTE-MECKLENBURG  
BOARD OF EDUCATION

INEZ ANNETTE ALBRIGHT

By: Mary T. McCray  
Mary T. McCray, Chair

Inez A. Albright

Attest:

CHAUNEL JOHNSON

By: Rhonda L. Cheek  
Rhonda L. Cheek, Vice Chair

Chaunel Johnson

AVERY MITCHELL

Avery Mitchell

Approved as to Form:

ERIC WARD

George B. Battle, III  
George B. Battle, III, General Counsel

Eric Ward

THIS INSTRUMENT HAS BEEN  
PREAUDITED IN THE MANNER  
REQUIRED BY THE SCHOOL BUDGET  
AND FISCAL CONTROL ACT

By: Sheila W. Shirley  
Sheila Shirley, Finance Officer



## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made and entered into this 7th day of December, 2015 by and between Reneisha L. Black (the "Plaintiff"), and the Charlotte-Mecklenburg Board of Education (the "Defendant"). Plaintiff and Defendant are referred to herein jointly as "the Parties."

WHEREAS, Plaintiff filed a lawsuit in Mecklenburg County Superior Court, which was removed by Defendant to federal court and is currently pending in the United States District Court for the Western District of North Carolina, Charlotte Division, Civil Action No. 3:15-cv-506-FDW-DSC (the "Action"), asserting claims of employment discrimination (the "Claims"); and

WHEREAS, the Defendant emphatically denies Plaintiff's allegations and asserts it acted legally and appropriately in all respects related to Plaintiff's employment. The Defendant is prepared to take this matter to court for a resolution but is mindful that protracted, time-consuming, and costly litigation is not in anyone's best interest.

WHEREAS, Plaintiff has agreed to dismiss all Claims and release the Defendant from any further actions for the consideration stated below.

NOW, THEREFORE, in consideration of the promises and releases contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. *Dismissal With Prejudice.* Upon execution of this Agreement, Plaintiff and Defendant agree to the execution and filing of a Stipulation of Dismissal with Prejudice in the form attached hereto, which shall be filed by the Plaintiff with the Court to dismiss the Action.

2. *Settlement Agreement.* All Claims by Plaintiff against the Defendant shall be resolved upon the terms and conditions of this Agreement, which shall include the dismissal of the Claims with prejudice and release of all Claims by Plaintiff in return for the payment by or on behalf of the Defendant to Plaintiff in the total sum of \$8,607.75. The checks will be issued by the Defendant and the Parties have agreed to designate the settlement funds as follows:

\$6,607.75      Wage compensation to Plaintiff, for which a W-2 will be issued.

\$2,000.00      To the law firm of Ferguson, Chambers & Sumter, P.A., representing settlement of the Action for attorneys' fees and costs, for which a Form 1099 will be issued to Plaintiff.

The amounts designated as wage compensation are subject to tax withholding, and the Parties understand and acknowledge that the Defendant will withhold state income tax, federal income tax, social security, and such other funds as required by law from the settlement amount. Plaintiff agrees to indemnify the Defendant for any tax payments or withholding applicable.

The settlement payment shall be made within ten (10) business days after the Defendant's receipt of this Agreement executed by the Plaintiff and shall be delivered to Plaintiff's counsel. The Parties agree that the proceeds of the checks will not be disbursed by Plaintiff's counsel until such time as this Agreement is duly executed and the Stipulation of Dismissal with Prejudice is filed with the Court, and this fully executed Agreement and a filed copy of the dismissal is received by Defendant's attorneys.

3. *Purpose of Payment.* It is expressly agreed and understood by the Parties that this Settlement Agreement and resolution of the Claims is not an admission of wrongdoing of any kind by any of the Parties or any of the individuals named in the Claims. To the contrary, the Defendant adamantly denies that there has been any wrongdoing or illegal action toward the

Plaintiff. It is expressly understood that the settlement and payment hereunder is made for the purpose of reaching an early resolution of this matter, thus avoiding the risks, expense, and disruption of continued litigation of the Claims, including the expense to all Parties of possible appeals and further proceedings. This Agreement shall not be admissible as evidence of liability, wrongdoing, legal responsibility, coverage, or otherwise in any proceeding of any kind. Notwithstanding the foregoing, in the event that an action is commenced by or on behalf of a Party against any firm, corporation, or other entity, specifically including, but not limited to Defendant or any of the individuals named in the Claims, in violation of the terms hereof, then this Agreement may be pleaded in bar of any such action. The Parties agree and acknowledge that the payments and other consideration made pursuant to this Agreement shall be made and accepted as a full, complete, final and binding compromise of matters involving disputed issues; that payments shall not be considered admissions by any Party hereto of any liability, wrongdoing, legal responsibility, or coverage under any coverage agreement; and that no past or present liability, wrongdoing, legal responsibility, or coverage under any coverage agreement on the part of any Party shall be implied by any payments.

4. *Additional Consideration by Defendant.* Effective December 14 2015, Defendant will effectuate a transfer/re-assignment of Plaintiff from the position of Pre-K Screener in the Pre-K Department ("current position") to the position of Partnership Coordinator in the Community Partnerships and Family Engagement Department ("new position"). Effective the date of Plaintiff's transfer/re-assignment from the current position to the new position, Plaintiff's salary will be increased to \$49,285.31.

5. *Release.* To the fullest extent permitted by law, Plaintiff, for herself and her representatives, heirs, successors, and assigns, does hereby forever discharge and release

Defendant, its current and former members, its current and former employees, representatives, liability coverage providers, agents, attorneys, successors, and assigns, ("Releasees") from any and all past, present, or future liability, claims, demands, obligations, charges, actions, causes of action, rights, damages, costs, losses of services, expenses, and compensation of any nature whatsoever, including attorney's fees, whether based on statute, tort, contract or any other theory of recovery, whether at law or in equity, known or unknown, which Plaintiff now has, or which may hereinafter accrue or otherwise be acquired, on account of: (1) the matters alleged in (or which could have been alleged in) or relating to the Action including, but not limited to, any claims the Plaintiff may have against the Releasees under Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act, the Equal Pay Act, the Americans With Disabilities Act of 1990, as amended, the North Carolina Wage and Hour Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act, the Retaliatory Employment Discrimination Act, the Employment Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act; any term, provision or amendment to the Constitution of the United States of America or the Constitution of the State of North Carolina; North Carolina statutory or common law claims, including contract and tort claims; or other federal, state or local laws relating to employment, employment discrimination or benefits associated with employment, claims for emotional distress, mental anguish, personal injury, and any other injuries or damages; (2) employment by the Defendant and related events; (3) any contracts, agreements, or other dealings between the Releasees or their officers, employees, or agents; and (4) any and all other claims of any kind whatsoever, including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiff, general or compensatory damages or payment of any kind, or any claims of

Plaintiff's representatives or heirs, at any time up to the execution of this Agreement, except as to obligations arising out of the terms of this Agreement (the "Released Claims"). Plaintiff expressly acknowledges that she is agreeing to a full and broad release of the foregoing and any possible claims arising at any time throughout her employment with the Defendant up to and including the time of this Release.

Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect her decision to enter into this Agreement. Plaintiff assumes the risk that the facts or law may be other than she believes. Plaintiff hereby warrants that she is entering into this Settlement Agreement and Release of Claims after consultation with attorneys and/or other advisors with regard to all aspects of the matter at hand, including the tax and other legal consequences of the settlement and, in doing so, has taken into consideration the fact that serious or unexpected consequences, including further injuries or damages, may result in the future from the events, circumstances, and occurrences giving rise to or related to the Released Claims. Plaintiff further warrants that no promise or inducement not herein expressed has been made, and that in entering this Settlement Agreement and Release of Claims, the Plaintiff does not rely upon any statement or representation made by any Releasee, including their attorneys, agents, employees, or representatives, concerning the nature, extent, or duration of any injuries, losses, or damages, or the tax consequences, or the legal liability therefor, which result from or may be a consequence of the Released Claims. Plaintiff further agrees that she has accepted the obligations herein as a complete compromise of matters involving disputed issues of law and

fact. It is understood and agreed to by the Parties that this settlement is a compromise of disputed claims, and the agreements are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied. The Plaintiff agrees that no further action may be filed against the Releasees or their employees based on the Released Claims or the related events and circumstances.

Plaintiff agrees that, to the full extent this provision is permissible and enforceable under applicable law, she will not institute any legal or administrative proceedings against the Defendant or any of the Releasees pursuant to any laws, state, local, or federal, as to any matter based upon, arising out of or related to the employment relationship between Defendant and Plaintiff through the date of this Agreement, or any of the events described or which could have been raised in the Claims or Action. Plaintiff further agrees that, to the full extent this provision is permissible and enforceable under applicable law, in the event any person or entity should institute any legal or administrative proceedings on Plaintiff's behalf, she hereby waives and forfeits any right to recover under said claim and will cooperate with any efforts to have such claim on her behalf dismissed. In the event that an action is commenced by Plaintiff in violation of the terms hereof, then this Agreement may be pleaded in bar of any such action, and the party so pleading this Agreement shall be entitled to injunctive relief and reasonable attorneys' fees. Plaintiff agrees that she will not solicit nor encourage claims or suits by third parties against the Defendant and that she will not participate in such claims or suits except in response to lawful process or court order.

This Release does not include: (i) any claim that cannot lawfully be released or discharged; (ii) any claim that relates to Plaintiff's right to enforce this Agreement; (iii) any claim that may arise after she signs this Agreement; or (iv) prevent her from filing or

participating in any government investigation or filing any charge or complaint with a governmental agency (this Release may limit or bar remedies based upon such charge or complaint if such charge or complaint is premised on a claim that existed as of the signing of this Agreement).

6. *Plaintiff's Specific Release of Age Discrimination in Employment Claims.*

Plaintiff acknowledges that this Agreement includes a release and waiver of any and all claims of age discrimination she may have under the Age Discrimination in Employment Act (ADEA) and the Older Worker Benefits Protection Act. Plaintiff understands that she is not releasing any ADEA claims that arise after she signs this Agreement.

The Parties agree that the consideration amount set forth in Paragraph 2, above, is being provided, in part, in exchange for Plaintiff's knowing and voluntary release and waiver of all rights and claims she has or may have arising under the ADEA.

Plaintiff acknowledges that the Defendant has advised her, in writing, to consult with an attorney prior to executing this Agreement, and that the Defendant provided her with at least twenty-one (21) days to review and consider this Agreement before executing it. Plaintiff agrees that, if she executes this Agreement prior to the end of the twenty-one (21) day period, such early execution was a knowing and voluntary waiver of her right to consider this Agreement for at least twenty-one (21) days.

Plaintiff and the Defendant agree that, for a period of seven (7) calendar days following the execution of this Agreement, Plaintiff may revoke those provisions of this Agreement releasing and waiving her rights and claims under the ADEA, and those provisions shall not become effective or enforceable until the revocation period has expired without Plaintiff exercising the right to revoke.

All other terms and conditions of this Agreement shall be binding and enforceable immediately upon Plaintiff's execution of this Agreement, and shall remain effective regardless of whether Plaintiff revokes her waiver and release of ADEA rights and claims.

7. *Indemnification - Medical Expenses and Liens.* Plaintiff expressly confirms that she is not now, nor has ever been a Medicare beneficiary. Plaintiff further represents that there are no liens or reimbursement rights to any hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company or attorney enforceable against the proceeds of this settlement or against those released by this Release and Agreement including the named Defendant and those that may be making the payments herein. If any such lien or reimbursement right is ever exerted against those being released herein, the Plaintiff covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromised basis, and to obtain a release from anyone exerting such lien or reimbursement right releasing those released herein and to indemnify and hold harmless any Releasee from any costs, expenses, attorney fees, claims, actions, judgments or settlements resulting from the assertion or enforcement of any such lien or reimbursement right by any entity having any such lien or reimbursement right.

8. *Attorney's Fees.* Plaintiff agrees that each party shall bear fully their own costs of this matter, including but in no way limited to the cost of attorney's fees. Plaintiff and her attorney(s) expressly waive any claim or right to seek or collect costs including attorney's fees, irrespective of whether Plaintiff or her attorney(s) may otherwise be entitled to costs under any applicable law.

9. *Voluntary Agreement.* In entering into this Agreement, Plaintiff has relied upon the advice of her own advisors and/or attorneys, who are individuals of her own choice, that the terms of this Agreement have been completely reviewed by Plaintiff and her advisors and/or



attorneys, and that the terms of this Agreement are fully understood and voluntarily accepted by Plaintiff.

10. *Warranties of Capacity and Authority.* Each party represents and warrants to the other parties that: (a) Such party has been fully informed of and has full knowledge of the terms and contents of this Agreement; (b) Such party has received the counsel and assistance of such party's advisors and/or attorney(s) with respect to all aspects of this Agreement, including but not limited to, the terms, contents, and consequences of this Agreement; (c) Such party is authorized to execute this Agreement in her or its name, being under no disability and being of sufficient age by law to do so; and (d) Such party has executed this Agreement, or has caused this Agreement to be duly and properly executed by its authorized officers and/or representatives, as the party's own free and voluntary act, with the intention to be bound hereby.

11. *Non-Disparagement.* The Parties agree not to disparage one another, directly or indirectly, in connection with any matters set forth or giving rise to any matters set forth in this Agreement, including but not limited to statements or any other communications that either party, including any employee of Defendant or any Releasee, engaged in any wrongful act. The Parties further agree to use their best efforts to direct third parties to not disparage the Parties. Nothing herein shall preclude the Defendant from responding to public records requests or otherwise complying with law, including releasing any information required by N.C. Gen. Stat. § 115C-320.

12. *Communications.* Other than as required by law, the Parties agree to limit any comments or communications about the Claims to a statement that the Settlement Agreement speaks for itself and is a public record. The Parties agree not to represent to any person that the settlement or payment provided herein is an admission of wrongdoing, fault, or legal

responsibility or an admission of coverage under any coverage agreement on the part of any Party. Further, the parties agree that this Agreement is a public record pursuant to law.

13. *Governing Law.* This Agreement shall be construed and interpreted in accordance with the law of the State of North Carolina.

14. *Further Assurances.* All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

15. *Taxes.* Plaintiff acknowledges that she is solely responsible for considering and complying with any tax consequences arising in any way from this Agreement.

16. *Entire Agreement.* This Agreement contains the entire agreement between Plaintiff and the Defendant with regard to the matters set forth in it and all negotiations, discussions, representations, proposals, or other terms are merged herein and deliberately excluded by the Parties.

17. *Binding.* This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. In the event there is any inconsistency between this Agreement and any other document pertaining to this matter, then the language of this Agreement prevails in all respects.

18. *Counterparts and Execution.* This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."

19. *Severability.* The Parties agree that, in the event that any provision or portion of a provision of this Agreement is deemed unenforceable as a matter of law, the remaining provisions shall retain their binding force.

20. *Opportunity to Cure.* In the event that a party believes that the other party is in breach of this Agreement, the party's initial sole recourse is to provide written notice to the other party of the purported breach and to give the party an opportunity to take reasonable measures to cure the breach. Any action to enforce this Agreement can only be initiated in the event that the other party has failed to take reasonable measures to cure a breach after first receiving 30 days written notice. This document will be interpreted in favor of maintaining the binding effect of this Agreement.

21. *Effective Date.* This Agreement shall, upon execution by Plaintiff, immediately become effective and enforceable (General Effective Date), except for the waiver of ADEA claims which shall not become effective or enforceable until the expiration of the seven (7) day revocation period described in Paragraph 6, above (ADEA Effective Date).

ACCORDINGLY, the Parties agree and accept each and every term of this Settlement Agreement and Release of Claims as binding, valid, and fully enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties to this Agreement have hereunder set their  
respective hands and seals, this the 11<sup>th</sup> day of December, 2015.

MS. RENEISHA L. BLACK

CHARLOTTE-MECKLENBURG BOARD  
OF EDUCATION

Reneisha L. Black

\_\_\_\_\_  
By: Ann Clark  
Superintendent

Cora F. Davis

Witness:

Print Name: Cora F. Davis

\_\_\_\_\_  
Witness:

Print Name:

## **SETTLEMENT AGREEMENT AND RELEASE**

This **SETTLEMENT AGREEMENT AND RELEASE** (hereinafter "Agreement") is made this the 13<sup>th</sup> day of February, 2018, by and between The Charlotte-Mecklenburg Board of Education ("CMS"), Dr. Marion Bish ("Bish"), Chaunel Johnson ("Johnson"), Avery Mitchell ("Mitchell"), and Thomasina Burrows ("Burrows" or the "Plaintiff"). CMS, Bish, Johnson, and Mitchell are referred to collectively as "Defendants." CMS, Bish, Johnson, Mitchell, and Burrows are referred to collectively as the "Parties."

WHEREAS, the Plaintiff has a pending lawsuit in the United States District Court for the Western District of North Carolina delineated by the Clerk of Court as Case No. 3:17-cv-317 (the "Dispute"), asserting various claims of discrimination and retaliation against the Defendants (the "Claims");

WHEREAS, the Defendants deny Plaintiff's allegations; and

WHEREAS, the Plaintiff has agreed to dismiss all Claims and release Defendants and related parties designated herein from any further actions for the consideration stated below.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Compensation:** CMS, on its behalf and on behalf of Bish, Johnson, and Mitchell, hereby agree to compensate Plaintiff in the amount of \$250,000 to settle this matter, \$50,000 of which shall be paid as wages to settle any claim for lost pay from the 2012-13 to 2015-16 school years. Payment in-full to be made, as directed by the Plaintiff through her counsel, at the end of Plaintiff's extended short term disability.
2. **Dismissal with Prejudice:** Within ten (10) days of execution of this Agreement, Plaintiff agrees to execute and file a Notice of Dismissal with Prejudice with respect to Plaintiff's Claims currently pending against all Defendants in the Federal District Court for the Western District of North Carolina.
3. **Employment with CMS:** Pursuant to her letter of resignation (attached hereto as Exhibit A and incorporated herein by reference), Plaintiff's employment with CMS will terminate effective at the end of her extended short-term disability, as determined by her physician and the medical board of the state retirement system. Plaintiff hereby waives any right she may have to reinstatement or future employment with CMS, and the Plaintiff agrees not to seek such employment. Plaintiff acknowledges and confirms that, as of January 31, 2018, she will have received all compensation from CMS to which she is entitled, except for the settlement payment and any accrued annual or bonus leave, which also will be paid out upon resignation unless employee asks that the leave be transferred to another employer. Any monthly disability payments that she will receive will come from the state until her extended short-term disability leave ends.

4. COBRA: Plaintiff has certain rights to continuing coverage for medical and dental insurance for up to eighteen (18) months after she separates from employment with CMS, effective at the end of her extended short-term disability, to be determined by her physician and the medical board of the state retirement system. CMS shall have no further obligation concerning Plaintiff's fringe benefits or other incidents of employment, except to provide Plaintiff with the required COBRA notice of her right to obtain continuing health benefits coverage. It shall be Plaintiff's responsibility to apply for COBRA continuation coverage and to pay for the COBRA continuation.

5. Return of Property: Plaintiff shall return all CMS identification cards, badges, keys, electronic devices, files, and any other information or property belonging to CMS that she may have in her possession. By signing this Agreement, Plaintiff acknowledges and confirms she has returned all property belonging to CMS. CMS will also arrange for Plaintiff to obtain personal items still at Reedy Creek Elementary School.

6. Non-Disparagement: The Parties agree that each shall not, in any public communications with the news media or on social media about this lawsuit, criticize, ridicule, or make any statement that disparages or is derogatory of any party or any person associated with or representing any party. The Parties agree to state to the news media or on social media that this Agreement resolves their differences and any party may state that she or it does not admit liability. CMS will provide a neutral reference for Plaintiff stating her dates of employment and last position held and that Plaintiff voluntarily resigned. If asked, CMS will not disclose whether Plaintiff is eligible for reemployment.

7. Release of Defendants: As a material inducement to Defendants to enter into this Agreement, Plaintiff hereby irrevocably, unconditionally, and generally fully releases, acquits, and forever discharges to the fullest extent permitted by law, Defendants Charlotte-Mecklenburg Board of Education and each of its board members, individual Defendants Bish, Johnson, and Mitchell, and each of Defendants' predecessors, successors, assigns, agents, attorneys, insurance carriers and/or coverage providers, directors, officers, employees, representatives, and all persons acting by, through, under, or in concert with any of them (collectively "Releasees"), from any and all grievances, charges, complaints, claims, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs incurred), of any nature whatsoever, known or unknown, arising out of or related to in any way whatsoever to Plaintiff's employment with CMS, which Plaintiff now has or could have had, owns, or holds, or claims to have, own, or hold, on or before the date of this Agreement, including but not limited to all allegations contained in the Dispute.

By way of specification and not by way of limitation, Plaintiff specifically waives, releases and agrees to forego any rights or claims that she may now have, or may have heretofore had, against each or any of the Releasees, under tort, contract, or any other law of the State of North Carolina including the North Carolina Constitution, or under any other laws, ordinances, executive orders, rules, regulations, or administrative or judicial case law arising under the United States Constitution or statutory or common laws of the United States.

8. Age Discrimination in Employment Act: Plaintiff has brought claims under the Age Discrimination in Employment Act and affirms that all age discrimination claims she has against Defendants were asserted in this case. In settling those claims by this agreement, Plaintiff has been represented by counsel, has reviewed this written agreement and consulted with her counsel and has had a reasonable period of time to consider it. Nothing herein shall be construed to waive or release any future claims that may arise after the date of this agreement, but does release all age discrimination claims that exist as of the date of this agreement.
9. Attorney's Fees: Each Party hereto shall bear its own costs and attorney's fees related to this Agreement and the Dispute.
10. No Admissions: This Agreement is entered into in connection with the compromise and settlement of disputed claims, and the execution of this Agreement does not constitute and shall not be construed as an admission of fault, liability, or wrongdoing by any Party hereto. As such, this Agreement is not intended and shall not be construed to constitute a statement by either party as to the validity or invalidity of any legal or factual contention advanced in this matter. This Agreement is not to be cited as evidence of discrimination or as background information in any other case or dispute involving CMS or its employees. It is further agreed and acknowledged that the consideration for this Agreement is provided solely to resolve this matter and that CMS does not admit any liability on account of any of Plaintiff's Claims or matters, but expressly denies all such liability.
11. Authority: The Parties to this Agreement represent and warrant that they have taken all actions and obtained all authorizations, consents, and approvals as are conditions precedent to their authority to execute this Agreement.
12. Entire Agreement: This Agreement contains the entire agreement between the Parties hereto and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein. The terms of this Agreement are contractual and not merely a recital. This Agreement may not be altered or amended except by an agreement in writing duly executed by all of the Parties hereto.
13. Mutually Drafted Agreement: All of the Parties to the Agreement have had the opportunity to be fully and completely represented by counsel of their own choosing in the negotiation and drafting of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement.
14. Governing Law: This Agreement is entered into in the State of North Carolina and shall be construed and interpreted in accordance with the laws of the State of North Carolina regardless of choice of law principles to the contrary.

15. Counterparts: This Agreement may be executed in counterparts. The Parties hereto may sign separate signature pages that shall constitute one Settlement Agreement binding on all of the signatories hereto, notwithstanding that the signatories are not signing the same page. Facsimile or other electronic copies shall suffice as originals.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURE PAGE IMMEDIATELY FOLLOWING ON THE NEXT PAGE**

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IN ENTERING INTO THIS AGREEMENT, EACH PARTY REPRESENTS THAT THE  
TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND THOSE  
TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.

The Charlotte-Mecklenburg Board of  
Education

Thomasina Burrows

Mary T. McCray  
By: Mary T. McCray  
Its: Chair

Thomasina Burrows, APC

Dr. Marion Bish

Marion Bish

Chanel Johnson

Chanel Johnson

Avery Mitchell

Avery Mitchell

**EXHIBIT A**

**BURROWS RESIGNATION LETTER**

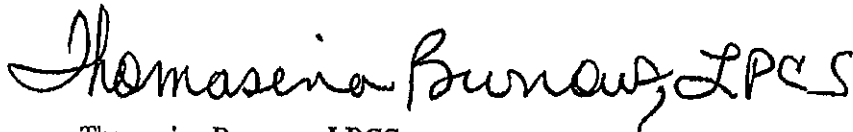
10316 Brawley Lane  
Charlotte, NC 28215  
February 13, 2018

Dr. Clayton Wilcox  
Superintendent  
Charlotte-Mecklenburg Schools  
600 East 4<sup>th</sup> St., Fifth Floor  
Charlotte, NC 28202

Dear Dr. Wilcox,

I write to offer my resignation from employment, effective at the end of my extended short-term disability leave. I will notify CMS of the date when the leave ends.

Sincerely,

A handwritten signature in black ink that reads "Thomasina Burrows, LPCS". The signature is written in a cursive, flowing style.

Thomasina Burrows, LPCS

Addendum

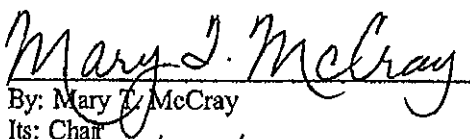
By the signatures below, the parties hereby agree to the terms of this Addendum to the Settlement Agreement and Release signed by Thomasina Burrows on February 13, 2018, and by the Board Chair and remaining parties after that date, to resolved federal case 3:17-cv-317.

The purpose of this Addendum is to modify a portion of the paragraph in the Settlement Agreement and Release denominated as "1. Compensation:" to read, instead, as follows:  
"\$50,000 of which shall be paid as wages to settle any claim for lost pay for the pay periods beginning January 1, 2013 (the pay period that ends on January 31, 2013) through the pay period ending December 31, 2016."

This Addendum shall be attached physically to the original Settlement Agreement and Release and is incorporated into it as if written in the original.

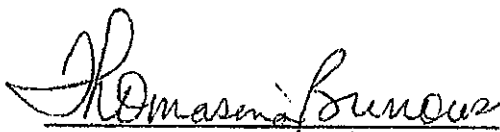
The Parties indicate their agreement to this Addendum by signing below.

**The Charlotte-Mecklenburg Board of  
Education**

  
By: Mary J. McCray  
Its: Chair

Date: 4/16/2018

**Thomasina Burrows**

  
Date: 3-29-2018

NORTH CAROLINA INDUSTRIAL COMMISSION  
RALEIGH, NORTH CAROLINA

RELEASE OF TORT CLAIM UNDER GENERAL STATUTE's 143-291 *et seq.*  
I.C. File No. TA-23071 (A.G. No.12-01227)

KNOW ALL MEN BY THESE PRESENTS, That I, FRANK DUNLAP, for the sole consideration of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) to be paid by the State of North Carolina, the payment whereof being made under the provision of General Statutes 143-291 *et seq.*, do hereby release and discharge and by these presents do for myself, my heirs, executors, administrators and assigns release and forever discharge the State of North Carolina, the Department of Public Instruction, the Charlotte-Mecklenburg County Board of Education, Wilbert N. Clark, and all other persons and entities, including but not limited to officers, employees, servants, and agents of the State of North Carolina, the Department of Public Instruction, the Charlotte-Mecklenburg County Board of Education, its officers, employees, servants, and agents, individually and officially, of and from any and all personal property, personal injury, and subrogation claims, demands, damages, actions, cause of action of whatever kind or nature, on account of an accident which occurred on or about: the 25<sup>th</sup> day of May, 2009 on North Carolina Highway 16 East in Charlotte, Mecklenburg County, North Carolina.

I also acknowledge and agree that all medical bills of any kind or nature whatsoever incurred by me as a result of injuries that I sustained in said accident have been paid or will be paid out of these proceeds and I agree to indemnify and hold harmless the parties released hereby from any claims by any person or entity seeking the recovery of unpaid bills for medical treatment provided to me. I further agree to indemnify and hold harmless the parties being released from any claims by any person or entity seeking the recovery of or enforcement of any liens on the proceeds of this settlement.

I further hereby agree to indemnify and hold harmless the released parties of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim to the proceeds or any part of the proceeds paid in exchange for this release. This indemnification extends to and includes indemnification from all costs and attorney fees that might be incurred as a result of such claim.

I understand that this release is made as compromise to avoid expense and to terminate all controversy and/or claims for injury or damages of whatever nature, known or unknown, including future developments thereof, in compromise of a disputed claim, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suit for injuries or damages of whatever nature resulting or to result from said accident. I further agree to file a voluntary dismissal with prejudice of this tort action within 15 days of receipt of the settlement proceeds.

IN WITNESS WHEREOF I have hereunto set my hand, this 17<sup>th</sup> day of July, 2014.

Defendant's Attorney

  
Name: Laura Askins

Address: NC DOJ  
P.O. Box 629  
Raleigh, NC 27602  
State Bar # 44186

Claimant

  
Name: Frank Dunlap

Claimant's Attorney

  
Christina L. Trice

Ferguson Chambers & Sumter, P.A.  
741 Kenilworth Ave., Suite 300  
Charlotte, North Carolina 28204  
State Bar# 43264

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

**SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS**

This SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Ana Isabel Fuentes, individually and as Guardian *ad Litem* for minor William E. Fuentes ("Ana Fuentes" or "Releasor"), and the Charlotte-Mecklenburg Board of Education ("CMBE"), on behalf of itself and its employees Angel Killian ("Killian"), Beth Thompson ("Thompson"), and Archie Moss ("Moss"), collectively "Defendants". CMBE and Ana Fuentes are referred to collectively as "the Parties".

**I. RECITALS**

WHEREAS, the Parties disagree as to whether CMBE, Killian, Thompson, and/or Moss are liable for negligence or other allegedly unlawful or wrongful conduct with respect to the incident on November 6, 2014;

WHEREAS, Ana Fuentes alleges that Defendants engaged in negligent and intentional conduct with respect to the November 6, 2014 incident involving minor William E. Fuentes, as more fully explained in her Complaint contained in case no. 15-CVS-2101 (Mecklenburg County Superior Court) ("the Dispute");

WHEREAS, CMBE, Thompson, and Moss allege that the Court lacks jurisdiction over all claims asserted against them in the Complaint, as more fully explained in the Motion to Dismiss filed in the Dispute;

WHEREAS, Defendants deny that they engaged in negligent, intentional, or in any other unlawful or wrongful conduct as alleged in the claims asserted against them in the Complaint in the Dispute;

WHEREAS, the liability of the Defendants, if any, has not been established, and the Parties desire to settle this action for a total of THREE-THOUSAND and FIVE-HUNDRED and 00/100 Dollars (\$3,500.00) and to forever compromise and settle all claims herein referred;

WHEREAS, the Parties have resolved their dispute and now desire to memorialize the settlement and hereby compromise and resolve the Dispute and all other potential claims with respect to one another.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

## **II. RELEASE AND DISCHARGE**

a. The undersigned, Ana Isabel Fuentes ("Releasor"), in her capacity as Guardian *ad Litem* for minor William E. Fuentes, being of lawful age and cognizant of all legal rights in these regards, in consideration of a future payment in the sum of ONE-THOUSAND SIX-HUNDRED SEVENTY-TWO and 70/100 Dollars (\$1,672.70), to be held by the Clerk of Court until minor William E. Fuentes reaches the legal age of majority, the receipt and sufficiency whereof is hereby acknowledged, does hereby, for herself and her heirs, executors, administrators, successors and assigns, RELEASE, ACQUIT, AND FOREVER DISCHARGE to the fullest extent permitted by law Angel Killian ("Killian"), Beth Thompson ("Thompson"), Archie Moss ("Moss"), the Charlotte-Mecklenburg Board of Education ("CMBE"), and CMBE's board members, predecessors, successors, assigns, agents, attorneys, insurance carriers and/or coverage providers, directors, officers, employees, representatives, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from any and all claims, actions, causes of action, suits, demands, rights, damages, costs, expenses, and compensation whatsoever, which the undersigned now has or which hereafter may accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages, personal injuries, property damage, loss of consortium, diminution of value, loss of use, punitive damage, or injury or damage of any kind, and any consequence thereof, resulting or to result from the incidents, injury, or event which occurred on November 6, 2014 involving William E. Fuentes ("the Incident") and any and all claims resulting or to result, or pertaining or in any way related to the incidents, transactions and occurrences made the basis of the claims asserted in the civil action number 15-CVS-2101 filed in Mecklenburg County Superior Court ("the Dispute").

b. The undersigned, Ana Isabel Fuentes ("Releasor"), individually and as the mother of the minor Plaintiff William E. Fuentes, being of lawful age and cognizant of all legal rights in these regards, in consideration of a payment in the sum of EIGHT HUNDRED EIGHTY-TWO DOLLARS AND FIFTY-TWO CENTS (\$882.52) for all medical expenses incurred or to be incurred to treat the minor Plaintiff, the receipt and sufficiency whereof is hereby acknowledged, does hereby, for herself and her heirs, executors, administrators, successors and assigns, RELEASE, ACQUIT, AND FOREVER DISCHARGE to the fullest extent permitted by law Angel Killian ("Killian"), Beth Thompson ("Thompson"), Archie Moss ("Moss"), the Charlotte-Mecklenburg Board of Education ("CMBE"), and CMBE's board members, predecessors, successors, assigns, agents, attorneys, insurance carriers and/or coverage providers, directors, officers, employees, representatives, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from any and all claims, actions, causes of action, suits, demands, rights, damages, costs, expenses, and compensation whatsoever, which the undersigned now has or which hereafter may accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages, personal injuries, property damage, loss of consortium, diminution of value, loss of use, punitive damage, or injury or

damage of any kind, and any consequence thereof, resulting or to result from the incidents, injury, or event which occurred on November 6, 2014 involving William E. Fuentes ("the Incident") and any and all claims resulting or to result, or pertaining or in any way related to the incidents, transactions and occurrences made the basis of the claims asserted in the civil action number 15-CVS-2101 filed in Mecklenburg County Superior Court ("the Dispute").

c. The Releasor, Ana Isabel Fuentes, warrants and represents that she has not heretofore assigned or transferred to any person, corporation, partnership or other entity or party, all or any portion of any claim whatsoever that the Releasor had, has, or may have against the Releasees herein, all of which are hereby fully discharged, settled, and released hereby. The Releasor further understands and agrees that this settlement is the compromise of a disputed claim and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasees deny any liability therefor.

d. The Releasor, Ana Isabel Fuentes, further understands that all the damages or losses which may have been sustained and which are hereby released may not now be fully known and may be more serious than now expected, and in making this Settlement Agreement and Full and Final Release of All Claims, it is understood and agreed that the Releasor relies wholly upon her own judgment of the damages sustained and the value of the claims released, after consultation with attorneys of her choosing, and the Releasor further declares and represents that she has not been influenced to any extent whatsoever in executing this Settlement Agreement and Release of All Claims and Receipt by any representation, statement, promise or inducement made by or on behalf of any party hereby released or any person representing any such party which is not herein expressed.

### III. PAYMENTS

In consideration of the releases set forth above, the following payments will be made by CMBE, on its behalf and on behalf of Killian, Thompson, and Moss, within thirty (30) days following court approval of this settlement:

a. The sum of *one-thousand six-hundred seventy-two dollars and seventy cents* (\$1,672.70) shall be paid by or on behalf of Defendant CMBE to the Clerk of Court, Mecklenburg County, to be held for the benefit of the minor Plaintiff, William E. Fuentes, until his 18<sup>th</sup> birthday on 12/08/2020.

b. The sum of *one-thousand eight-hundred and twenty-seven dollars and thirty cents* (\$1,827.30) shall be paid by or on behalf of Defendant CMBE to the Law Offices of Stefan R. Latorre, P.A., attorneys for Plaintiffs, to be distributed as follows:

1. *Eight-hundred eighty-two dollars and fifty-two cents* (\$882.52) to Ana Isabel Fuentes for all medical expenses incurred to treat the minor Plaintiff, including, if applicable, payment to medical providers to satisfy any unpaid bills for medical services provided to minor Plaintiff; and



2. *Nine-hundred forty-four dollars and seventy-eight cents (\$944.78)* as attorneys' fees for legal services rendered by Plaintiffs' attorneys.

#### **IV. DISMISSAL WITH PREJUDICE**

In connection with execution of this Settlement Agreement and Release, counsel for the Releasor shall deliver to counsel for CMBE all appropriate documents necessary to accomplish the dismissal and discontinuance with prejudice of the civil action number 15-CVS-2101. The Releasor has authorized the Releasor's attorney to execute these documents on her behalf and to file said documents with the Court and enter said dismissal as a matter of record.

#### **V. REPRESENTATION OF COMPREHENSION OF DOCUMENT**

In entering into this Settlement Agreement, the Releasor represents that Releasor has read the terms of this Settlement Agreement and that those terms are fully understood and voluntarily accepted by Releasor. In entering into this Settlement Agreement and Release, Releasor has retained and consulted with Releasor's own independent attorney selected by Releasor of Releasor's own free will, and has fully and freely consulted with them on matters relating to this settlement and its terms and conditions. Releasor acknowledges that this Settlement Agreement has been negotiated by the respective Parties through counsel. The Parties to this Agreement contemplate and intend that the future lump sum payment to William E. Fuentes above constitutes damages received on account of personal physical injuries or physical sickness, arising from the occurrence, within the meaning of § 104 (a)(2) of the Internal Revenue Code of 1986, as amended. The Releasor warrants, represents, and agrees that the Releasor is not relying on the advice of CMBE, or anyone associated with CMBE or any of the other Releasees, including their attorneys, as to the legal, tax, financial or other (favorable or adverse) consequences of any kind arising out of this Settlement Agreement. The Releasor hereby releases and holds harmless CMBE and the other Releasees and any and all counsel for them from any claim, cause of action, or other rights of any kind which the Releasor may assert because of the legal, tax or other consequences of this Settlement Agreement. Releasor represents and warrants that Releasor has read and discussed this Settlement Agreement fully with Releasor's attorneys and fully understands its terms and conditions, and voluntarily accepts them as Releasor's own free and voluntary act.

#### **VI. GOVERNING LAW**

This Settlement Agreement shall be construed and interpreted in accordance with laws of the State of North Carolina.

#### **VII. COMMUNICATIONS**

Other than as required by law, the Parties agree to limit any comments or communications about the Dispute or Settlement Agreement to a statement that the Settlement Agreement speaks for itself and is a public record. The parties agree not to represent to any

person that the settlement or payment provided herein is an admission of wrongdoing, fault, or legal responsibility or an admission of coverage under any coverage agreement on the part of any Party. Further, the Parties agree that this Agreement is a public record pursuant to law.

#### **VIII. COUNTERPARTS**

This Agreement may be executed in counterparts. The parties hereto may sign separate signature pages that shall constitute one Agreement binding on all of the signatories hereto, notwithstanding that the signatories are not signing the same page. Facsimile or other electronic copies shall suffice as originals.

#### **IX. CONSTRUCTION**

The terms, conditions and other provisions of this Settlement Agreement have been negotiated between the parties, with each party having had the benefit of its own legal counsel. The construction and interpretation of any clause or provision of this Settlement Agreement shall be construed without regard to the identity of the party that prepared this Settlement Agreement, and no presumption shall arise as a result that this Settlement Agreement was prepared by one party or the other.

#### **X. SEVERABILITY**

In the event that any one or more of the provisions of this Settlement Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Settlement Agreement shall not in any way be affected or impaired thereby.

#### **XI. EFFECTIVENESS**

This Settlement Agreement shall be executed immediately, but shall only become effective after the Court has approved the settlement. By his or her signature below, each party represents and warrants that he or she has the full authority to bind the person, persons or entity for whom execution of this agreement is being made.

#### **XII. ATTORNEYS' FEES**

Each Party hereto shall bear its own costs and attorneys' fees related to this Agreement and the Dispute.

#### **XIII. NO ADMISSIONS**

This Agreement is entered into in connection with the compromise and settlement of disputed claims, and the execution of this Agreement does not constitute and shall not be construed as an admission of fault, liability, or wrongdoing by any Party hereto.

**XIV. AUTHORITY**

The Parties to this Agreement represent and warrant that they have taken all actions and obtained all authorizations, consents, and approvals as are conditions precedent to their authority to execute this Agreement.

**XV. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties hereto and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein. The terms of this Agreement are contractual and not merely a recital. This Agreement may not be altered or amended except by an agreement in writing duly executed by all of the Parties hereto.

**XVI. UNDERSTANDING OF TERMS**

MS. ANA ISABEL FUENTES ATTESTS THAT SHE HAS READ THE AGREEMENT CAREFULLY AND UNDERSTANDS THAT THE AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN ENTERING INTO THIS AGREEMENT, EACH PARTY REPRESENTS THAT THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND THOSE TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.

Executed this 11<sup>th</sup> day of June, 2015.

Ana Fuentes  
Ana Isabel Fuentes

Witness: [Signature]

Print Name: Fanny Gaddy

The Charlotte-Mecklenburg Board of Education

By: Ann Clark  
Ann Clark, Superintendent

Witness: Todd Kimbrell

Print Name: Todd Kimbrell

**SETTLEMENT AGREEMENT AND RELEASE**  
**("Agreement and Release")**

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (this "Agreement and Release") is made and entered into effective the 30<sup>th</sup> day of July, 2018, by and between Caron Harper ("Ms. Harper") and the Charlotte-Mecklenburg Board of Education (the "Board" or "CMS"). Ms. Harper and the Board are referred to herein jointly as the "Parties."

WHEREAS, Ms. Harper is employed by the Board as an English Teacher assigned to Hawthorne Academy;

WHEREAS, CMS investigated allegations that Ms. Harper made inappropriate comments and has poor classroom management skills (the "Investigation");

WHEREAS, on or about December 12, 2017, CMS gave Ms. Harper a written warning (the "Written Warning");

WHEREAS, Ms. Harper denies making the inappropriate comments and denies having poor classroom management skills;

WHEREAS, Ms. Harper has filed a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC"), charge number 430-2018-02303 (the "Charge"), which alleged, among other things, violations of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and the Americans with Disabilities Act of 1990, as amended ("ADA"); and

WHEREAS, CMS has denied the material allegations of discrimination raised by Ms. Harper.

WHEREAS, Ms. Harper has agreed to withdraw the Charge and to release the Board for any claims related to or arising from the Charge for the consideration stated below.

NOW, THEREFORE, in consideration of the promises and releases contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. *Transfer.* CMS will immediately transfer Ms. Harper from Hawthorne Academy to Ardrey Kell High School, where she will serve in a full-time, continuing position, pursuant to the terms of her contract with the Board.
2. *Removal of Documents.* CMS will remove the Written Warning and all documents related to the Investigation, including any and all documents that mention any of the allegations, from Ms. Harper's personnel file.
3. *Withdrawal of the Charge.* Ms. Harper will withdraw the Charge with the EEOC.
4. *Release.* To the fullest extent permitted by law, Ms. Harper for herself, her heirs, executors, administrators, successors, agents, and assigns, hereby releases and forever discharges the Board, its current and former members, officers, directors, agents, employees, successors, assigns, and related entities (collectively, "Released Parties") from any and all actual or potential claims, demands, suits, actions, or causes of action whatsoever, whether known or unknown, arising from, relating to, or touching upon the Charge as of the date of this Agreement and Release and the negotiation and execution of this Agreement and Release including, but not limited to: (A) claims for attorneys' fees and costs; (B) claims that CMS violated the state or federal constitution, state or federal statutes or regulations, including, but not limited to Title VII and the ADA, state or federal case law, school system policies or procedures, or any other laws, regulations, or policies, and specifically including any claims of discrimination; (C) any claims that were, or could have been, alleged in the Charge; (D) the Charge and the EEOC's investigation of the Charge; and (E) any claims that CMS committed any act or omission for which it may be held liable under the common law related to the facts in the Charge.
5. *Non-Disparagement.* Ms. Harper and CMS (including, the administration at Hawthorne Academy and anyone involved in the Investigation) agree not to disparage one another, directly or indirectly, in connection with any matters set forth or giving rise to any matters set forth in this Agreement and Release, including, but not limited to statements or any other communications that either party, including any employee of the Board or any Released Party, engaged in any wrongful act.
6. *Voluntary Agreement.* The Parties represent and warrant that they have entered into this agreement knowingly and voluntarily, having had adequate time to review the Agreement and Release, to consider its advantages, disadvantages, and future consequences, and having had the opportunity to consult with an attorney.

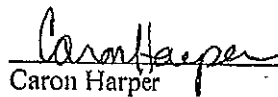
7. *Governing Law and Entire Agreement.* This Agreement and Release shall be governed by the laws of the State of North Carolina and constitutes the entire agreement among the Parties.

8. *Severability.* The Parties agree that, in the event any provision or portion of a provision of this Agreement and Release is deemed unenforceable as a matter of law, the remaining provisions shall retain their binding force.

9. *Counterparts.* This Agreement and Release may be executed in several counterparts and delivered by facsimile or other electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Original signatures that have been reproduced by photocopy, scan, facsimile, or other similar means shall be treated in all respects as original signatures.

..... ACCORDINGLY, the Parties agree and accept each and every term of this Settlement Agreement and Release as binding, valid, and fully enforceable.

IN WITNESS WHEREOF, the Parties to this Agreement and Release have hereunder set their respective hands and seals, this the \_\_\_\_ day of August 2018.

  
Caron Harper

Accepted for and on behalf of the Charlotte-Mecklenburg Board of Education.

  
Dr. Clayton M. Wilcox, Superintendent

**From:** Chris Campbell  
**Sent:** Tuesday, July 21, 2015 8:10 AM  
**To:** Paula Lovitt  
**Subject:** FW: Settlement Agreement  
**Attachments:** image001.png; image002.png; image001.png; image002.png

WD - Hennessey Settlement Agreement

CHRISTOPHER Z. CAMPBELL  
CAMPBELL SHATLEY, PLLC ATTORNEYS AT LAW

674 MERRIMON AVENUE, SUITE 210  
ASHEVILLE, NC 28804  
T: 828.378.0063  
F: 828.398.2795  
[WWW.CSEDLAW.COM](http://WWW.CSEDLAW.COM)  
[CHRIS@CSEDLAW.COM](mailto:CHRIS@CSEDLAW.COM)

IRS Circular 230 Notice: Federal regulations apply to written communications (including emails) regarding federal tax matters between our firm and our clients.

Pursuant to these federal regulations, we inform you that any U.S. federal tax advice in this communication (including any attachments) is not intended or written to be used, and cannot be used, by the addressee or any other person or entity for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code.

-----Original Message-----

From: Hennessey, Ted [<mailto:THennessey@rbh.com>]  
Sent: Thursday, July 16, 2015 6:29 PM  
To: Chris Campbell  
Cc: Paula Lovitt  
Subject: Re: Settlement Agreement

Agreed

Sent from my iPhone

On Jul 16, 2015, at 6:22 PM, Chris Campbell <[chris@csedlaw.com](mailto:chris@csedlaw.com)<<mailto:chris@csedlaw.com>>> wrote:

For Settlement Purposes Only

Ted,

Please reply with your agreement.

In exchange for a definite, unequivocal statement from Chris Campbell as attorney for CMS as to whether Myers Park High School enforces Policy JJJ as to non-athletes, Plaintiff will take an immediate dismissal without prejudice.

Thanks, Chris

Christopher Z. Campbell  
Campbell Shatley, pllc attorneys at law

674 Merrimon Avenue, Suite 210  
Asheville, NC 28804  
T: 828.378.0063  
F: 828.398.2795  
[www.csedlaw.com](http://www.csedlaw.com)<<http://www.csedlaw.com>>  
[Chris@csedlaw.com](mailto:Chris@csedlaw.com)<<mailto:Chris@csedlaw.com>>

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**STATE OF NORTH CAROLINA**

**GENERAL RELEASE**

**COUNTY OF MECKLENBURG**

THIS GENERAL RELEASE (Release) is hereby executed on the date indicated below in favor of JESSICA ACHEE (hereinafter "Achee") by MAURICE MCGOWAN and LAKENYA WILLIAMS, individually and as the parents and natural guardians of the minor children REESE MCGOWAN and KAMRYN MCGOWAN (collectively hereinafter "McGowans").

**WITNESSETH:**

**WHEREAS**, McGowans filed a lawsuit in Mecklenburg County Superior Court (15 CVS 9747, hereafter "the Lawsuit") wherein Achee and the Charlotte-Mecklenburg Board of Education were listed as Defendants; and

**WEREAS**, McGowans and the Defendants in the Lawsuit mediated the matter and McGowans agreed to execute a dismissal with prejudice and provide a full release of Ms. Achee as part of the consideration for a settlement with the Charlotte-Mecklenburg Board of Education.

**NOW THEREFORE**, McGowans hereby agree as follows:

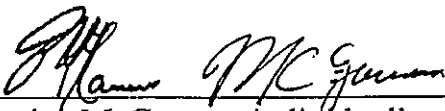
1. **Consideration.** McGowans acknowledge that full and fair consideration has been received in exchange for the execution of this Release and agree that the terms herein are contractual and not merely a recital.
2. **Release.** McGowans, for themselves, their successors, heirs and assigns, hereby release and forever discharge Jessica Achee, individually, from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether arising in contract, tort, statute or otherwise, which McGowans now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, Achee's actions or omissions with regards to the McGowans. Such release includes, but is not limited to, any and all alleged actions and omissions and causes of action set forth in the Lawsuit.
3. **Governing law.** This Agreement shall be construed and interpreted under the laws of the state of North Carolina.

4. **Entire understanding.** This Agreement represents the entire understanding and agreement of the parties, and supersedes any other understandings or agreements, whether written or oral.

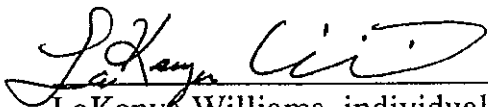
5. **Severability.** In the event that any provision or portion of this Agreement shall be found to be void or invalid for any reason, then such portion or provision shall be deemed severable from the remaining provisions or portions of this Agreement and shall not affect the validity of the remaining provisions, which shall be given full effect as if the void or invalid provision had not been included herein.

Executed this the 7<sup>th</sup> day of February, 2016

BY:

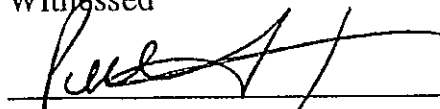
  
Maurice McGowan, individually and as  
natural parent and guardian for Reese and  
Kamryn McGowan

Date: 2/15/16

  
LaKenya Williams, individually and as  
natural parent and guardian for Reese and  
Kamryn McGowan

Date: 02-15-2016

Witnessed

  
Ms. Pamela Hunter, Esq.

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this 17<sup>th</sup> of June, 2016, by and between: (1) Carol Montgomery (hereinafter "Plaintiff"), on the one hand, and; (2) the North Carolina State Board of Education, the North Carolina Department of Public Instruction ("DPI"), Susan Ruiz, in her official and individual capacity, Charlotte-Mecklenburg Board of Education, Muriel O'Leary, in her official and individual capacity, and Brenda W. Greene, in her official and individual capacity, Defendants in the above-captioned civil action (hereinafter referred to collectively as "the Defendants"), on the other hand.

WHEREAS, Plaintiff filed a Complaint and an Amended Complaint in the General Court of Justice, Superior Court Division, on February 16, 2016, and April 20, 2016, respectively, claiming, inter alia, that the Defendants wrongfully denied Plaintiff a lateral entry teaching license in violation of the state constitution and the federal constitution, and requesting, inter alia, the Court grant an injunction ordering the issuance of a provisional teaching license to the Plaintiff, along with back pay and attorneys' fees under 42 USC § 1988, and;

WHEREAS, Plaintiff and Defendants desire to resolve all their disputes on mutually agreeable terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Warranties.

- a. Each party warrants and represents to the other that it has been fully informed and has full knowledge of the terms, conditions, and effects of this Agreement.
- b. Each party warrants and represents to the other that no promise or inducement has been offered or made except as herein set forth and this Agreement is executed without reliance upon any statement or representation by any other party or its agents.

2. Obligations.

- a. Defendant DPI agrees:
  - i. To activate retroactively to August 2014, Plaintiff's lateral entry license (1197113), which license will be valid through June 30, 2017; and
  - b. To award Plaintiff a one-time disbursement of fourteen thousand five hundred and twelve dollars and 76/100 cents (\$14,512.76) to be paid to the Trust Account of the law firm Tin Fulton Walker & Owen, P.L.L.C., for the benefit of or "FBO" Carol Montgomery, which sum includes back pay for the 2014-2015 school year, and all costs raised or that could be raised as a result of this matter. The sum shall be forwarded to Plaintiff's counsel as soon as possible, and not later

than 30 days from the execution of the Agreement.

c. The Plaintiff agrees:

i. To dismiss with prejudice her Complaint and Amended Complaint in *Carol Montgomery v. State Board of Education et al.*, 16 CVS-2784, within three (3) business days of the execution of this Agreement.

3. Alteration of Time Limits.

Any time limitations contained herein may be altered by mutual consent of the parties.

4. Release.

Plaintiff hereby releases, acquits, and forever discharges all named Defendants and all of their current and former officers, agents, and employees (in both their official and individual capacities); and all successors of the above-named officials and entities, from all claims, actions, causes of action, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees, and all liabilities of any kind or nature whatsoever at law, in equity, or otherwise, which Plaintiff now has or ever had against the Defendants from the beginning of time to the date of the Execution of this Agreement. Specifically, said Release does not include issues relating to a) a future application, if any, by Plaintiff and/or future actions taken by Defendants, if any, regarding Plaintiff's eligibility for a North Carolina Professional Educator's License pursuant to existing law and b) the correct calculation of benefits owing to Plaintiff by CMS for the 2015-16 school year. Plaintiff hereby acknowledges that under current law a final decision regarding any future application for a teaching license, if any, shall be made by the State Board of Education and not by CMS.

5. Compromise of Disputed Claims.

Each party understands and agrees this settlement is in compromise of disputed claims; that no covenant herein is to be construed as an admission of liability on the part of any party hereby released; that each party hereby released denies any liability for such claims; and that each party intends merely to avoid dispute resolution processes and buy peace.

6. Effect of Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties, their directors, agents, officers, employees, successors, assigns, heirs, executors, and administrators.

WHEREFORE, the following persons agree to the terms of this Agreement as of the date first set forth above.

EXECUTED this the 17<sup>th</sup> day of June, 2016.


**NORTH CAROLINA STATE BOARD OF  
EDUCATION**

**BY:**

\_\_\_\_\_  
William Cobey, Chairperson  
State Board of Education

**CAROL MONTGOMERY**

**BY:**

  
Carol Montgomery

\_\_\_\_\_  
June St. Clair Atkinson  
Superintendent of Public Instruction  
Secretary to the State Board of Education

**CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**

**BY:**

\_\_\_\_\_  
Ann B. Clark, Superintendent  
Charlotte-Mecklenburg Board of Education

**SUSAN RUIZ, in her official and individual capacity**

**BY:**


\_\_\_\_\_  
**MURIEL O'LEARY, in her official and individual capacity**

**BY:**

\_\_\_\_\_

**NORTH CAROLINA STATE BOARD OF  
EDUCATION**

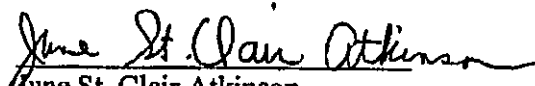
**BY:**

  
William Cobey, Chairperson  
State Board of Education

**CAROL MONTGOMERY**

**BY:**

\_\_\_\_\_

  
June St. Clair Atkinson  
Superintendent of Public Instruction  
Secretary to the State Board of Education

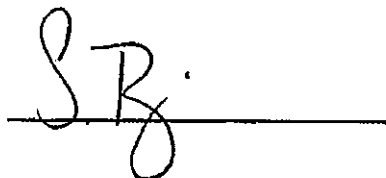
**CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**

**BY:**

\_\_\_\_\_  
Ann B. Clark, Superintendent  
Charlotte-Mecklenburg Board of Education

**SUSAN RUIZ, in her official and individual capacity**

**BY:**

  
\_\_\_\_\_

**MURIEL O'LEARY, in her official and individual capacity**

**BY:**

\_\_\_\_\_

**NORTH CAROLINA STATE BOARD OF  
EDUCATION**

**BY:**

\_\_\_\_\_  
William Cobey, Chairperson  
State Board of Education

**CAROL MONTGOMERY**

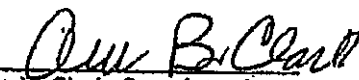
**BY:**

  
Carol Montgomery

\_\_\_\_\_  
June St. Clair Atkinson  
Superintendent of Public Instruction  
Secretary to the State Board of Education

**CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**

**BY:**

  
Ann B. Clark, Superintendent  
Charlotte-Mecklenburg Board of Education

**SUSAN RUIZ, in her official and individual capacity**

**BY:**

\_\_\_\_\_

**MURIEL O'LEARY, in her official and individual capacity**

**BY:**

\_\_\_\_\_

**NORTH CAROLINA STATE BOARD OF  
EDUCATION**

**BY:**

\_\_\_\_\_  
William Cobey, Chairperson  
State Board of Education

**CAROL MONTGOMERY**

**BY:**

*Carol Montgomery*  
Carol Montgomery

\_\_\_\_\_  
June St. Clair Atkinson  
Superintendent of Public Instruction  
Secretary to the State Board of Education

**CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**

**BY:**

\_\_\_\_\_  
Ann B. Clark, Superintendent  
Charlotte-Mecklenburg Board of Education

**SUSAN RUIZ, in her official and individual capacity**

**BY:**

\_\_\_\_\_  
**MURIEL O'LEARY, in her official and individual capacity**

**BY:**

*Muriel O'Leary*



BRENDA W. GREENE, in her official and individual capacity

BY:

Brenda W. Greene

## SEPARATION AGREEMENT AND RELEASE

**THIS SEPARATION AGREEMENT AND RELEASE** (this "Agreement") is made and entered into effective as of November 6, 2014 and is by and between **Dr. Heath E. Morrison** ("Morrison") and **The Charlotte-Mecklenburg Board of Education** (the "Board") (collectively defined and referred to as the "Parties").

The Board and Morrison entered into a Superintendent Employment Agreement on April 24, 2012 (as amended, the "Employment Agreement"). The Parties now desire to enter into this Agreement to conclude their employment relationship, provide for an orderly transition of Morrison's responsibilities and resolve all matters between them, including but not limited to, any matters relating to Morrison's employment relationship with and separation from the Board's employ.

**Therefore, the Parties agree as follows:**

1. **Separation from Employment.** The Parties agree that Morrison's last day of employment with the Board shall be **November 6, 2014** it being expressly understood that this Agreement is and will be enforceable and the Board will be in compliance with this Section 1 provided Morrison is paid his regular compensation and benefits through November 6, 2014.

Except for Morrison's opportunity to obtain continuation medical coverage as allowed by and pursuant to the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") after November 30, 2014 or as otherwise set forth in this Agreement, Morrison's rights to his regular salary, compensation and benefits shall cease effective November 7, 2014, except that Morrison shall not forfeit any vested supplemental defined benefit retirement plan benefits as set forth in this Agreement, or vested 401 (a), 401(k), 403(b), 457(b), North Carolina Teachers' and State Employees' Retirement System, pension, retirement or other vested benefits earned by him during his employment with the Board, if any.

2. **Nature of Separation.** The Parties agree that the end of the employment relationship between the Parties shall be treated as a voluntary resignation in the Board's personnel records.

3. **Compensation.** The Board will not pay Morrison any compensation in exchange for his resignation except as set forth in Employment Agreement.

4. **Annual Leave Pay.** The Parties acknowledge that in accordance with applicable Board and North Carolina State Board of Education/Department of Public Instruction policy and regulations, Morrison is not entitled to payment for accumulated sick leave upon, after or prior to his separation from employment with the Board. However, upon Morrison's final separation from employment with the Board, the Parties agree that Morrison shall receive payment for all earned but unused accrued annual leave days as of November 6, 2014, payable by the Board to Morrison in a lump sum amount on or before the next available payday following November 6, 2014, less appropriate deductions required by law for the payment of wages, including for state and federal taxes and FICA.

5. **Expense Reimbursement.** Upon Morrison's final separation from employment with the Board, the Parties agree that the total expense reimbursements due Morrison for reasonable and authorized business and Board-related travel expenses incurred by him during his employment with the Board through November 6, 2014 but not yet reimbursed to him shall be payable by the Board to Morrison on the next available payday following November 6, 2014 and the submission of appropriate receipts and other reimbursement information from Morrison to the Board concerning the same, whichever is later.

6. **CMS Car.** Morrison agrees that, either on or before November 8, 2014, he shall return the automobile currently assigned to him by the Board.

7. **Effect of Separation on Existing Benefits.** The Parties acknowledge and agree that following Morrison's separation from employment with the Board, Morrison may be eligible to continue medical/dental coverage for himself and/or his dependents in accordance with the requirements of COBRA. Morrison will, however, be fully responsible for paying the premiums for such coverage during any such COBRA continuation period.

Except for such potential COBRA continuation benefits and as otherwise set forth in this Agreement, Morrison shall cease to be an active participant in the Board's and the North Carolina State Board of Education's/Department of Public Instruction's benefit programs effective as of the date of his separation from employment with the Board on November 6, 2014, and the Board shall cease to make payment for and on Morrison's behalf, and Morrison shall no longer be eligible to receive reimbursement for, general membership dues, fees, service charges, dining charges, donations and other expenses related to Morrison's membership in various clubs and organizations. Except as otherwise set forth in this Agreement, following such separation date, Morrison also shall no longer be eligible to receive or participate in any other perquisite or benefits provided to him by the Board, including but not limited to the use of any Board owned, leased or provided cellular telephone, computer, pager and other equipment.

In addition, following Morrison's separation from his employment with the Board, Morrison's rights to continue any benefits that he formerly received under the Board's or the North Carolina State Board of Education's/Department of Public Instruction's benefit plans, to convert any such benefits to personal policies, or to receive any vested or accrued benefits under those plans will be governed by the applicable plan documents and law.

8. **No Other Payments or Benefits.** Except for the payments described above in this Agreement and the Employment Agreement and Morrison's general right to elect certain coverage continuation under COBRA, Morrison acknowledges and agrees that he is not entitled to any additional wages, pay, payments, bonuses, incentive pay, commissions, compensation, severance pay, consideration or benefits of any kind from the Board, including but not limited to any severance or liquidated damages to Morrison under the Employment Agreement, except that Morrison shall not forfeit any vested supplemental pension benefits or vested 401(a), 401(k), 403(b), 457(b), North Carolina Teachers' and State Employees' Retirement System, pension, retirement or other vested benefits earned by him during his employment with the Board.

9. **Ongoing Confidentiality Obligations.** Morrison hereby acknowledges and agrees that in addition to the obligations set forth in this Agreement, following his separation from employment with the Board, Morrison will continue to honor all confidentiality, conflict of interest and similar post-employment obligations previously agreed to by him with Board, in accordance with North Carolina State Board of Education/Department of Public Instruction policy, Board policy and regulations, and/or in accordance with applicable federal or state public school and other laws, including but not limited to confidential and proprietary Board information related to plans and projections for Board property acquisitions and school site development, contract bids, CMS student records and information, and internal personnel matters, and that such obligations shall continue to remain in full force and effect.

The Board hereby acknowledges and agrees that, the Board will comply with all North Carolina State Board of Education/Department of Public Instruction policy, Board policy and regulations, and Federal and State laws concerning the confidentiality of information regarding Morrison's employment with the Board, and consistent with these confidentiality obligations, the Board will not

disclose any information regardless of format, written, electronic or verbal concerning Morrison's employment except as obligated by law.

Nothing in this Section, however, shall be interpreted such that it would constitute a breach of this Agreement or waiver of either the Board's or Morrison's legal rights or obligations should either of them disclose any information covered under this Section for the purpose of fulfilling an obligation required of them by law or under this Agreement.

**10. Return of Documents/Data.** Morrison acknowledges and agrees that (a) all Board materials, documents and data used, prepared or collected by Morrison as part of his employment with the Board, in whatever form, and (b) all confidential information and records containing any confidential information that came into his possession while an employee of the Board, whether prepared by Morrison or others, are and will remain the property of the Board. Morrison agrees that, on or before November 8, 2014, he will return any and all Board property, documents, records and information in his possession or control as well as any business items purchased for use in his employment with the Board and reimbursed or paid for by the Board. This includes, but is not limited to, any Board computer, printer, cellular telephone, pager, or other equipment assigned to or used by Morrison, any documents, files, student or school records, written material, information, products, devices, and other property, records and information provided to Morrison by the Board or collected or obtained by Morrison in accordance with the performance of his duties with the Board. This also includes all electronic data and records, as well as all documents and other materials of any kind that constitute or contain any confidential Board information, regardless of how stored or maintained, including all originals, copies, and compilations and all information stored or maintained on computer, tapes, discs, or any other form of technology. Items covered by this section that have not yet been returned to the Board are to be delivered to the Board's Chairperson or her designee.

**11. Release by Morrison.** Morrison, being fully aware of his rights and liabilities as a citizen of the United States, the State of North Carolina and as school system superintendent (including but not limited to those rights as defined under N.C.G.S. § 115C) for himself, his heirs, executors, legal representatives, administrators, successors and assigns, hereby fully releases, discharges and covenants not to sue the Board, a body corporate, the individual members of the Board, both personally and in their official capacities, as well as the Board's officers, employees, agents, predecessors, successors and assigns (collectively, the "Releasees"), of and from any and all claims, actions, lawsuits, damages, administrative charges, or demands of any kind whatsoever, whenever or wherever they arose, including but not limited to any claims that Morrison has, may have or may have had at the time of or prior to his execution of this Agreement arising out of or related to: (a) Morrison's entering into this Agreement; (b) Morrison's prior employment relationship with the Board; (c) Morrison's separation from employment with the Board; (d) Morrison's prior Employment Agreement; (e) any claims for breach of contract, implied or express, impairment of economic opportunity, intentional or negligent infliction of emotional distress, prima facie tort, defamation, libel, slander, negligent termination, wrongful discharge, or any other tort, whether intentional or negligent; (f) any claims arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), et seq.; *the Age Discrimination in Employment Act of 1967*, as amended, 29 U.S.C. § 621 et seq.; the Civil Rights Act of 1866, 1870, and 1971, 42 U.S.C. § 1981, et seq.; the Civil Rights Act of 1991, Pub. L. No 102-166, 105 Stat. 1071-1100; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), 29 U.S.C. § 1161 et seq.; the Americans With Disabilities Act, 42 U.S.C. § 12191 et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq.; the United States Constitution and any state constitution; and all applicable rules and regulations under such acts, statutes and constitutions; (g) any claims arising under the common law of any state, including but not limited to, the North Carolina

Handicapped Persons Protection Act, N.C.G.S. § 168A et seq.; the North Carolina Wage and Hour Act, N.C.G.S. § 95-25.1 et seq.; the North Carolina Retaliatory Employment Discrimination Act, N.C.G.S. § 95-240 et seq.; the North Carolina Workers' Compensation' Act, N.C.G.S. § 97-1 et seq.; and the North Carolina Equal Employment Practices Act, N.C.G.S. § 143-422.2; (h) any claims arising under the public school laws of North Carolina, including but not limited to N.C.G.S. § 115C; and (i) all other federal, state and local civil rights acts, regulations, and orders relating to any term, condition, or termination of employment, whether under tort or contract, or under statute or otherwise. Morrison further acknowledges and agrees that he will not file or otherwise make or pursue any grievances, appeals or requests for administrative or Board action at any time with respect to his employment with the Board and/or his entering into this Agreement. In addition, Morrison agrees not to file, institute or pursue any lawsuit, claim or administrative action against the Releasees before the Board or any other administrative or legal forum relating to the above released claims.

The Parties, however, agree that this release shall not: (i) include any claims relating to the obligations of the Board under this Agreement; or (ii) affect Morrison's vested and accrued rights as a participant in any vested supplemental pension, vested 401(a), 401(k), 403(b), 457(b), North Carolina Teachers' and State Employees' Retirement System, pension, retirement or other vested benefits earned by him during his employment with the Board. The Parties further expressly understand and agree that this release is and shall continue to be enforceable regardless of whether there is a subsequent dispute between the Parties concerning any alleged breach of this Agreement.

In addition, Morrison agrees to defend and indemnify the Board for any claims arising from or related to Morrison knowingly violating a Federal or State law and where such conduct is outside the scope of Morrison's obligations to the Board.

Morrison may revoke this Agreement within seven (7) calendar days following his execution of this Agreement to:

**Charlotte-Mecklenburg Board of Education**  
**Attention: George E. Battle III, General Counsel**  
**600 East Fourth Street, Fifth Floor**  
**Charlotte, NC 28202**

If Morrison does not submit his written revocation of this Agreement to the General Counsel by 5 p.m. on the seventh (7<sup>th</sup>) calendar day following the execution of this Agreement, the Agreement will be deemed to have taken effect as of November 6, 2014.

**12. Release by the Board.** Except for the obligations and representations of Morrison set forth in this Agreement, the Board, a body corporate, and CMS hereby fully release, discharge and covenant not to sue Morrison of and from any and all claims, actions, lawsuits, damages, administrative charges, or demands of any kind whatsoever, whenever or wherever they arose, relating to any and all claims that they have, may have or may have had at the time of or prior to its execution of this Agreement arising out of or related to Morrison's performance of his authorized and assigned duties concerning his prior employment with the Board, Morrison's authorized and assigned duties and obligations under the Employment Agreement and Morrison's separation from employment with the Board prior to the end of the current term of the Employment Agreement, as amended, including but limited to any claims arising under any federal, state, or local laws, statutes, rules and regulations, or federal or state common law, whether under tort or contract, whether at law or in equity, or whether under statute or otherwise, except that this Release shall not apply in the event that, during his employment with the Board, Morrison

committed or engaged in actions or conduct that would constitute a crime, gross misconduct, malfeasance, fraud, embezzlement, conversion, misappropriation, a conflict of interest, breach of fiduciary duty, or grounds for the revocation of a teacher's State teaching license as defined by North Carolina law. The Board and CMS further agree that with the exception of any above action or conduct by Morrison that would constitute a crime, gross misconduct, malfeasance, fraud, embezzlement, conversion, misappropriation, a conflict of interest, breach of fiduciary duty, or grounds for the revocation of a teacher's State teaching license as defined by North Carolina law, the Board and CMS agree not to file, institute or pursue any lawsuit, claim or administrative action against Morrison relating to the above such claims.

The Parties, however, agree that this release shall not: (i) include any claims relating to the obligations of Morrison under this Agreement; (ii) affect any rights or claims that may arise out of events occurring after the date this Agreement is signed; or (iii) arise or are related to Morrison's conduct where Morrison knowingly violated a Federal or State law and where such conduct was outside the scope of Morrison's obligations to the Board. The Parties further expressly understand and agree that this release is and shall continue to be enforceable regardless of whether there is a subsequent dispute between the Parties concerning any alleged breach of this Agreement.

In addition, the Board agrees that it shall defend and indemnify Morrison post-employment in accordance with the terms of Board Policy GBGE, which provides for the legal indemnification and defense of current and former employees.

**13. Public Nature of Agreement.** The Parties hereby acknowledge and agree that despite any potential application of N.C. Gen. Stat. §§ 115C-319, 115C-321 or 115C-325 to the contrary, given the public nature of the Board, following the Parties' mutual execution of this Agreement, this Agreement and payment terms other terms and conditions contained in it shall not be confidential and shall be open for disclosure to and review by the public and other third parties.

**14. Non-Disparagement.** The Parties agree to take no action which is intended, or would reasonably be expected, to harm the other party, their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for such party.

**15. Cooperation; Community Support.** Morrison agrees to cooperate with and provide assistance to the Board and its legal counsel in connection with any present or future litigation (including arbitration or administrative hearings) or investigation affecting the Board/CMS in which, in the reasonable judgment of the Board's counsel, Morrison's assistance or cooperation is needed. Morrison shall, when requested by the Board, provide testimony or other assistance and shall travel at the Board's request in order to fulfill this obligation. Provided, however, that, in connection with such litigation or investigation, the Board shall attempt to accommodate Morrison's schedule, shall provide him with reasonable notice in advance of the times in which his cooperation or assistance is needed, and shall reimburse Morrison for any reasonable expenses incurred in connection with such matters. In addition, Morrison agrees to provide limited assistance to the Board and its employees in answering questions that may arise relating to activities previously performed by Morrison for the Board and CMS.

**16. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Morrison, the Board and, as appropriate, their respective successors, assigns, heirs and personal representatives; provided, that Morrison may not assign any of his rights, title or interest in this Agreement. The Parties, however, agree that nothing in this Agreement shall preclude (a) Morrison from designating a beneficiary to receive any benefit payable upon Morrison's death, or (b) the executors, administrators or other legal representatives of Morrison or Morrison's estate from assigning any rights hereunder to the person or persons entitled thereunto.

17. **No Admissions.** This Agreement does not constitute any admission by the Board or the Releasees of any violation by them of any contract, agreement, plan, statute, ordinance, constitutional provision or other law, and this Agreement shall in no manner be deemed an admission, finding, or indication for any purpose whatsoever that the Board or the Releasees have at any time, including the present, committed any unlawful acts against Morrison or treated him unfairly or improperly in any way, and Morrison further understands and acknowledges that the Board enters into this Agreement solely to resolve all matters between the Parties in an amicable fashion.

18. **Governing Law.** The Parties agree that this Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the internal laws and judicial decisions of the State of North Carolina, except as superseded by federal law.

19. **Waiver of Breach.** No waiver of any breach of this Agreement shall operate or be construed as a waiver of any subsequent breach by any party. No waiver shall be valid unless in writing and signed by the party waiving any particular provision.

20. **Severability.** The Parties understand and agree that every provision of this Agreement is severable from each other provision of this Agreement. Thus, the Parties agree that if any part of the covenants or provisions contained in this Agreement is determined by a court of competent jurisdiction or by any arbitration panel to which a dispute is submitted to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Agreement shall, nevertheless, remain in full force and effect to the fullest extent permissible by law.

21. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

22. **Entire Agreement.** Except as otherwise set forth in this Agreement, this Agreement constitutes the entire agreement among the Parties pertaining to the subject matter contained herein and supersedes any and all prior and contemporaneous agreements, representations, promises, inducements and understandings of the Parties. This written Agreement cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. Moreover, this written Agreement may not be later modified except by a further writing signed by a duly authorized officer of the Board or an authorized legal representative of Morrison. Notwithstanding the foregoing, nothing contained herein shall prevent or restrain in any manner the Board from instituting an action or claim in court, or such other forum as may be appropriate, to enforce the terms of any ongoing, post-employment confidentiality and other obligations of Morrison at law, as set forth and/or referenced in this Agreement, or any similar agreement relating to the Board's confidential student, personnel or other confidential information.

23. **Notice.** Notice shall be deemed given and effective on the earlier of three (3) days after the deposit in the U.S. mail of a writing addressed to the last known address of the receiving party and sent first class mail, certified, return receipt requested, or when actually received.

The Parties are signing this Agreement effective as of the date stated in the introductory clause.

**THE CHARLOTTE-MECKLENBURG  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
Mary T. McCray, Chair

**ATTEST:**

By: \_\_\_\_\_  
Timothy S. Morgan, Vice Chair

\_\_\_\_\_  
Dr. Heath E. Morrison

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
George E. Battle, III  
General Counsel



### SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, certain disputes have arisen between Mary Young, individually and as guardian *ad litem*, of Makayla Rozzelle (collectively, "Plaintiffs"), on the one hand, and Crystal Hall and Taylor Livingston (collectively, "Defendants"), on the other hand;

WHEREAS, Plaintiffs have initiated an action against Defendants styled Mary Young, individually and as guardian *ad litem* of Makayla Rozzelle v. Crystal Hall, individually and not in her official capacity, and Taylor Livingston, individually and not in her official capacity, 13 Cvs 10877 (Mecklenburg County) ("the Lawsuit"); and

~~WHEREAS, the parties hereto reached a settlement of all Claims between Plaintiffs and Defendants during a mediation that occurred on March 24, 2014; and~~

WHEREAS, the parties hereto desire to supersede and provide greater detail as to the terms of the settlement reached on March 24, 2014;

NOW, THEREFORE, for and in consideration of the covenants and undertakings set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. As used herein, the following terms have the meaning attributed to them below.

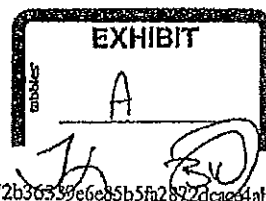
"Claims" is defined to include any and all actions, fees, damages, causes of action, demands, damages (of any and all kinds), personal injuries, injuries to property, decreases in life expectancy, costs, loss of services, expenses, compensation, third party actions, and suits in law or in equity (including actions or suits for contribution and/or indemnity, of whatever nature) relating to or arising out of the Incident.

"Court Approval" is defined as the entry of an Order by the Superior Court approving the settlement terms set forth herein.

"Day" is defined as a calendar day consistent with Rule 6 of the North Carolina Rules of Civil Procedure.

"Incident" is defined as the alleged fall of Makayla Rozzelle in her wheelchair while at Paw Creek Elementary School on May 4, 2010, as alleged in the Complaint filed in the Lawsuit.

2. For and in exchange for the release of Claims and other consideration set forth herein, payment will be made on behalf of Defendants as directed by the Order of Court Approval, in a sum totaling \$500,000 (five hundred thousand dollars) ("the Settlement Payment") within twenty-one (21) Days of the Court Approval.



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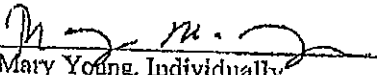
3. The settlement of each Plaintiff's Claims, as set forth herein, is contingent upon the Court's approval of the terms of this Agreement, and the Court's entry of an Order reflecting such approval, i.e., the Court Approval. Plaintiffs shall have the responsibility for preparing and filing all documents necessary for obtaining the Court Approval.
4. Plaintiffs covenant and agree that they shall satisfy all claims and liens that apply or attach to their claims (as set forth in the Lawsuit) or to the Settlement Payment. Plaintiffs shall indemnify Defendants and the Charlotte-Mecklenburg Board of Education ("CMBE") for any claims or demands made on Defendants or the CMBE due to Plaintiffs' failure to comply with the foregoing covenant and agreement.
5. Effective upon the Settlement Payment being delivered to Plaintiffs' counsel, each Plaintiff, for herself, her heirs and assigns, hereby releases, acquits, and forever discharges Defendant Crystal Hall, Defendant Taylor Livingston, the CMBE, and any and all other persons, firms, and corporations, whether herein named or referred to or not, from any and all past, present, and future Claims, whether known or unknown, on account of the Incident.
6. Plaintiffs covenant and agree that they have not assigned, transferred, or conveyed in any manner all or any part of their Claims or legal rights in connection with the Incident.
7. Each party shall bear its own fees and costs.
8. Defendants agree to pay the mediator's fees for the mediation that occurred on March 24, 2014.
9. The Parties acknowledge that this Agreement is being entered into in order to resolve disputed Claims, and that nothing in this Agreement shall constitute an admission of any fact, allegation, or acceptance of wrongdoing or liability.
10. This Agreement may be executed in separate counterparts and the execution of a copy shall have the same effect as the execution of the original.
11. This Agreement shall not be construed in favor of or against any Party based on the identity of the Party preparing this Agreement.
12. This agreement supersedes the agreement reached at the March 24, 2014 mediation.

[Signature page follows]

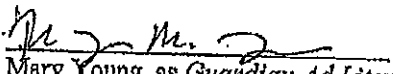


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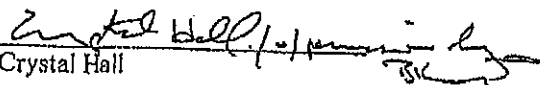
Agreed, each party on the date indicated below.

  
Mary Young, Individually

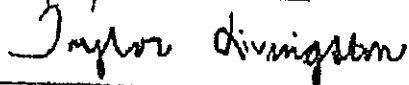
Date: 5-21-14

  
Mary Young, as *Guardian Ad Litem*  
of Minor Plaintiff

Date: 5-21-14

  
Crystal Hall

Date: 5/22/14

  
Taylor Livingston

Date: 5/22/14

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made and entered into this 26 day of September, 2016 by and between Wooten Schmitz, individually, as beneficiary of the Estate of Adam Schmitz and on behalf of the Estate as Executor of the Estate of Adam Schmitz (the "Plaintiff"), and the Charlotte-Mecklenburg Board of Education (the "Defendant"). Plaintiff and Defendant are referred to herein jointly as "the Parties."

WHEREAS, Plaintiff has filed lawsuits in the Superior Court of Mecklenburg County, North Carolina delineated by the Clerk of Court as Civil Actions 15 CVS 6488 and 16 CVS 5190 (the "Actions"), asserting various claims against the Defendant and multiple employees and/or former employees of the Defendant (the "Claims"); and

WHEREAS, the Defendant and said employees and/or former employees deny Plaintiff's allegations.

WHEREAS, Plaintiff has agreed to dismiss all Claims and release the Defendant and related parties designated herein from any further actions for the consideration stated below.

NOW, THEREFORE, in consideration of the promises and releases contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. *Dismissal With Prejudice.* Upon execution of this Agreement and receipt of the consideration described below, Plaintiff agrees to the execution and filing of a Notice of Dismissal with Prejudice regarding the Actions in the form attached hereto, which shall be filed by the Plaintiff with the Court to dismiss the Actions.

2. *Settlement Agreement.* In consideration for the payment by or on behalf of the

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Defendant to Plaintiff in the total sum of One Hundred Nine Thousand Three Hundred and No/100 Dollars (\$109,300.00), Plaintiff will: a) dismiss the CMS employees and former employees from the Action delineated as 15 CVS 6488 with prejudice; b) dismiss CMS from the Action delineated as 16 CVS 5190 with prejudice; and c) provide the releases set forth herein. Two settlement checks will be issued by the Defendant, one payable to "Wooten Schmitz" in the amount of \$72,900 and the other to "Tin Fulton Walker & Owen, PLLC" in the amount of \$36,400 along with an IRS form 1099 issued at the appropriate time to each payee. Plaintiff and the law firm will each provide an IRS Form W-9 prior to receiving the settlement check. Plaintiff and the law firm hereby agree to indemnify the Defendant for any tax payments owed by Plaintiff resulting from her receipt of the settlement funds provided herein.

The settlement payment shall be made within thirty (30) calendar days after the Defendant's receipt of this Agreement executed by the Plaintiff and shall be delivered to Plaintiff's counsel. The Parties agree that the proceeds of the checks will not be disbursed by Plaintiff's counsel until such time as this Agreement is duly executed and the Notice of Dismissal with Prejudice are filed with the Court, and this fully executed Agreement and a filed copy of the dismissal is received by Defendant's attorneys.

3. *Purpose of Payment.* It is expressly agreed and understood by the Parties that this Settlement Agreement and resolution of the Actions and Claims is not an admission of liability or wrongdoing of any kind by any of the Parties or any of the individuals named in the Actions or Claims. It is expressly understood that the settlement and payment hereunder is made for the purpose of reaching an early resolution of this matter, thus avoiding the risks, expense, and disruption of continued litigation of the Claims, including the expense to all Parties of possible appeals and further proceedings. This Agreement shall not be admissible as evidence of liability,

wrongdoing, legal responsibility, coverage, or otherwise in any proceeding of any kind. Notwithstanding the foregoing, in the event that an action is commenced by or on behalf of the Plaintiff against Defendant or any of the individuals named in the Claims or Actions, in violation of the terms hereof, then this Agreement may be pleaded in bar of any such action or any action by a third party for contribution and/or indemnity as provided by law. The Parties agree and acknowledge that the payments and other consideration made pursuant to this Agreement shall be made and accepted as a full, complete, final and binding compromise of matters involving disputed issues; that payments shall not be considered admissions by any Party hereto of any liability, wrongdoing, legal responsibility, or coverage under any coverage agreement; and that no past or present liability, wrongdoing, legal responsibility, or coverage under any coverage agreement on the part of any Party shall be implied by any payments.

5. *Release.* To the fullest extent permitted by law, Plaintiff, for herself and her representatives, heirs, successors, and assigns, and for the Estate of Adam Schmitz, does hereby forever discharge and release Defendant, its current and former members, its current and former employees, representatives, liability coverage providers, agents, attorneys, successors, and assigns ("Releasees"), from any and all past, present, or future liability, claims, demands, obligations, charges, actions, causes of action, rights, damages, costs, losses of services, expenses, and compensation of any nature whatsoever, including attorneys' fees, whether based on statute, tort, contract or any other theory of recovery, whether at law or in equity, known or unknown, which Plaintiff now has, or which may hereinafter accrue or otherwise be acquired, on account of: (1) the matters alleged in (or which could have been alleged in) or relating to the Actions or Claims; and (2) any and all other claims of any kind whatsoever, including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiff,

general or compensatory damages or payment of any kind, or any claims of Plaintiff's representatives or heirs, or the Estate of Adam Schmitz, at any time up to the execution of this Agreement, except as to obligations arising out of the terms of this Agreement (the "Released Claims"). Plaintiff expressly acknowledges that she is agreeing to a full and broad release of the foregoing and any possible claims arising at any time up to and including the time of this Release.

The Release it is not intended and does not apply to any vendor or provider of goods or services to the Releasees, including BenefitsFocus or Benefitsfocus.com and The Hartford or any of The Hartford's insurance companies, including The Hartford Life and Accident Insurance Company.

Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect her decision to enter into this Agreement. Plaintiff assumes the risk that the facts or law may be other than she believes. Plaintiff hereby warrants that she is entering into this Settlement Agreement and Release of Claims after consultation with attorneys and/or other advisors with regard to all aspects of the matter at hand, including the tax and other legal consequences of the settlement and, in doing so, has taken into consideration the fact that serious or unexpected consequences, including further injuries or damages, may result in the future from the events, circumstances, and occurrences giving rise to or related to the Released Claims. Plaintiff further warrants that no promise or inducement not herein expressed has been made, and that in entering this Settlement Agreement and Release of Claims, the Plaintiff does not rely

upon any statement or representation made by any Releasee, including their attorneys, agents, employees, or representatives, concerning the nature, extent, or duration of any injuries, losses, or damages, or the tax consequences, or the legal liability therefor, which result from or may be a consequence of the Released Claims. Plaintiff further agrees that she has accepted the obligations herein as a complete compromise of matters involving disputed issues of law and fact. It is understood and agreed to by the Parties that this settlement is a compromise of disputed claims, and the agreements are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied. The Plaintiff agrees that no further action may be filed against the Releasees or their employees based on the Released Claims or the related events and circumstances.

Plaintiff agrees that, to the full extent this provision is permissible and enforceable under applicable law, she will not institute any legal or administrative proceedings against the Defendant or any of the Releasees pursuant to any laws, state, local, or federal, as to any matter arising through the date of this Agreement, or any of the events described or which could have been raised in the Claims or Actions. However, this provision it is not intended and does not apply to any legal or administrative proceedings pending or initiated against any vendor or provider of goods or services to the Releasees, including BenefitsFocus or Benefitsfocus.com and The Hartford or any of The Hartford's insurance companies, including The Hartford Life and Accident Insurance Company.

Plaintiff further agrees that, to the full extent this provision is permissible and enforceable under applicable law, in the event any person or entity should institute any legal or administrative proceedings on Plaintiff's behalf, she hereby waives and forfeits any right to recover under said claim and will cooperate with any efforts to have such claim on her behalf



dismissed. In the event that an action is commenced by Plaintiff in violation of the terms hereof, then this Agreement may be pleaded in bar of any such action, and the party so pleading this Agreement shall be entitled to injunctive relief and reasonable attorneys' fees. Again, this provision it is not intended and does not apply to any legal or administrative proceedings pending or initiated against any vendor or provider of goods or services to the Releasees, including BenefitsFocus or Benefitsfocus.com and The Hartford or any of The Hartford's insurance companies, including The Hartford Life and Accident Insurance Company.

Plaintiff agrees that she will not solicit nor encourage claims or suits by third parties against the Defendant but Plaintiff cannot control whether any such claims might be brought.

6. *Reimbursement.* Plaintiff hereby agrees that, to the extent that she recovers monetary compensation related to the facts and circumstances set forth in the Actions, through actual payment of a judicial award in a final judgment ("judicial award") from BenefitsFocus or Benefitsfocus.com; and/or The Hartford or any of The Hartford's insurance companies, including The Hartford Life and Accident Insurance Company, she will reimburse Defendant as follows:

- a) To the extent the judicial award is NOT subject to G.S. 1B-4, Plaintiff will reimburse Defendant from said funds in full up to the maximum amount \$72,900; and
- b) Less any actual attorneys' fees and expenses reasonably incurred by Plaintiff in pursuing such judicial award.

This provision shall not apply to any settlement or other receipt of funds.

7. *Indemnification - Medical Expenses and Liens.* Plaintiff expressly confirms that she is not now, nor has ever been a Medicare beneficiary. Plaintiff further represents that there are no liens or reimbursement rights to any hospital, ambulance service, or other medical

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provider, Medicare, Medicaid, insurance company, or attorney enforceable against the proceeds of this settlement or against those released by this Release and Agreement including the named Defendant and those that may be making the payments herein. If any such lien or reimbursement right is ever exerted against those being released herein, the Plaintiff covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromised basis, and to obtain a release from anyone exerting such lien or reimbursement right releasing those released herein and to indemnify and hold harmless any Releasee from any costs, expenses, attorneys' fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of any such lien or reimbursement right by any entity having any such lien or reimbursement right.

7. *Attorneys' Fees.* Plaintiff agrees that each party shall bear fully their own costs of this matter, including but in no way limited to the cost of attorneys' fees. Plaintiff and his attorney(s) expressly waive any claim or right to seek or collect costs including attorneys' fees, irrespective of whether Plaintiff or his attorney(s) may otherwise be entitled to costs under any applicable law.

8. *Voluntary Agreement.* In entering into this Agreement, Plaintiff has relied upon the advice of her own advisors and/or attorneys, who are individuals of her own choice, that the terms of this Agreement have been completely reviewed by Plaintiff and her advisors and/or attorneys, and that the terms of this Agreement are fully understood and voluntarily accepted by Plaintiff. Plaintiff is voluntarily entering into this Agreement based on her own volition and is not a minor nor currently under a disability.

9. *Warranties of Capacity and Authority.* Each party represents and warrants to the other parties that: (a) Such party has been fully informed of and has full knowledge of the terms and contents of this Agreement; (b) such party has received the counsel and assistance of such

party's advisors and/or attorney(s) with respect to all aspects of this Agreement, including but not limited to, the terms, contents, and consequences of this Agreement; (c) such party is authorized to execute this Agreement in his, her, or its name, being under no disability and being of sufficient age by law to do so; and (d) such party has executed this Agreement, or has caused this Agreement to be duly and properly executed by its authorized officers and/or representatives, as the party's own free and voluntary act, with the intention to be bound hereby.

10. *Non-Disparagement.* The Parties agree not to disparage one another, directly or indirectly, in connection with any matters set forth or giving rise to any matters set forth in this Agreement, including but not limited to statements or any other communications that either party, including any employee of Defendant or any Releasee, engaged in any wrongful act. The Parties further agree to use their best efforts to direct third parties to not disparage the Parties. Nothing herein shall preclude the Defendant from responding to public records requests or otherwise complying with the law, including releasing any information required by applicable law, including but not limited to the North Carolina Public Records Act and Open Meetings Law. Subject to those legal obligations, Defendant will not affirmatively share this agreement with BenefitsFocus or Benefitsfocus.com and The Hartford or any of The Hartford's insurance companies, including The Hartford Life and Accident Insurance Company, during the pendency of any legal or administrative proceeding against them until judgment or settlement is reached.

11. *Communications.* Other than as required by law, the Parties agree to limit any comments or communications about the Claims to a statement that the Settlement Agreement speaks for itself and is a public record to the extent required by law. The Parties agree not to represent to any person that the settlement or payment provided herein is an admission of wrongdoing, fault, or legal responsibility or an admission of coverage under any coverage

agreement on the part of any party. Further, the Parties agree that this Agreement is a public record to the extent required by applicable law.

12. *Governing Law.* This Agreement shall be construed and interpreted in accordance with the law of the State of North Carolina and proper legal venue for any claim hereunder shall be Mecklenburg County, North Carolina.

13. *Further Assurances.* All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

14. *Taxes.* Plaintiff acknowledges that she is solely responsible for considering and complying with any tax consequences arising in any way from this Agreement.

15. *Entire Agreement.* This Agreement contains the entire agreement between Plaintiff and the Defendant with regard to the matters set forth in it and all negotiations, discussions, representations, proposals, or other terms are merged herein and deliberately excluded by the Parties. This Agreement is deemed to have been mutually drafted by the Parties and any ambiguities herein shall not be construed against either of the Parties.

16. *Binding.* This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. In the event there is any inconsistency between this Agreement and any other document pertaining to this matter, then the language of this Agreement prevails in all respects. This Agreement shall become effective immediately following execution by each of the Parties. Without limiting any of the terms and conditions contained herein, it is expressly agreed by the Parties that the current and former employees named in the Actions are intended third-party beneficiaries of this agreement.

17. *Counterparts and Execution.* This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."

18. *Severability.* The Parties agree that, in the event that any provision or portion of a provision of this Agreement is deemed unenforceable as a matter of law, the remaining provisions shall retain their binding force.


19. *Opportunity to Cure.* In the event that a party believes that the other party is in breach of this Agreement, the party's initial sole recourse is to provide written notice to the other party of the purported breach and to give the party an opportunity to take reasonable measures to cure the breach. Any action to enforce this Agreement can only be initiated in the event that the other party has failed to take reasonable measures to cure a breach after first receiving thirty (30) days written notice. This document will be interpreted in favor of maintaining the binding effect of this Agreement.

ACCORDINGLY, the Parties agree and accept each and every term of this Settlement Agreement and Release of Claims as binding, valid, and fully enforceable.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunder set their respective hands and seals, this the 28 day of September 2016.

MS. WOOTEN SCHMITZ, Individually  
and THE ESTATE OF ADAM SCHMITZ,  
by and through WOOTEN SCHMITZ,  
Executor

CHARLOTTE-MECKLENBURG BOARD



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Sally Broadway  
Witness:  
Print Name: Sally Broadway

By: Ann Clark  
Superintendent

Ann Clark  
Witness: Todd Kimbrell  
Print Name: Todd Kimbrell

## SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is made this the 21st day of August, 2018, by and between The Charlotte-Mecklenburg Board of Education ("CMS"), Julie Babb ("Babb"), and Karen Sutton ("Sutton" or the "Plaintiff"). CMS and Babb are referred to collectively as "Defendants." CMS, Babb, and Sutton are referred to collectively as the "Parties."

WHEREAS, the Plaintiff has a pending lawsuit in the United States District Court for the Western District of North Carolina delineated by the Clerk of Court as Case No. 3:18-cv-00161 (the "Dispute"), asserting various claims of discrimination, retaliation, and gross negligence against the Defendants (the "Claims");

WHEREAS, the Defendants deny Plaintiff's allegations; and

WHEREAS, the Plaintiff has agreed to dismiss all Claims and release Defendants and related parties designated herein from any further actions for the consideration stated below.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Compensation: CMS, on its behalf and on behalf of Babb, hereby agree to compensate Plaintiff in the amount of \$5,000.00 to settle this matter. Payment in-full to be made no later than thirty (30) days after execution of this Agreement.
2. Dismissal with Prejudice: Upon execution of this Agreement and receipt of the consideration described above, Plaintiff agrees to execute and file a Notice of Dismissal with Prejudice with respect to Plaintiff's claims currently pending against all Defendants in the Federal District Court for the Western District of North Carolina.
3. Non-Disparagement: The Parties agree that each shall not, in any communications with the media, or any individual, criticize, ridicule, or make any statement that disparages or is derogatory of either party or any person associated with or representing either party. The Parties further agree that they will not make or repeat any allegation of illegal or improper conduct about the other, unless ordered to do so by a court of competent jurisdiction or otherwise required by law. The Parties agree to state that this Agreement resolves their differences. In addition, each party may state that they did not admit liability.
4. Release of Defendants: As a material inducement to Defendants to enter into this Agreement, Plaintiff hereby irrevocably, unconditionally, and generally fully releases, acquits, and forever discharges to the fullest extent permitted by law, Defendants Charlotte-Mecklenburg Board of Education and each of its board members, individual Defendant Babb, and each of Defendants' predecessors, successors, assigns, agents, attorneys, insurance carriers and/or coverage providers, directors, officers, employees, representatives, and all persons acting by, through, under, or in concert with any of them (collectively "Releasees"), from any and all

grievances, charges, complaints, claims, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs incurred), of any nature whatsoever, known or unknown, arising out of or related to in any way whatsoever to Plaintiff's employment with CMS, which Plaintiff now has or could have had, owns, or holds, or claims to have, own, or hold, on or before the date of this Agreement, including but not limited to all allegations contained in the Dispute.

By way of specification and not by way of limitation, Plaintiff specifically waives, releases and agrees to forego any rights or claims that she may now have, or may have heretofore had, against each or any of the Releasees, under tort, contract, or any other law of the State of North Carolina including the North Carolina Constitution, or under any other laws, ordinances, executive orders, rules, regulations, or administrative or judicial case law arising under the United States Constitution or statutory or common laws of the United States.

5. Age Discrimination in Employment Act: Under the Age Discrimination in Employment Act, Plaintiff has the right to consider this Agreement for twenty-one (21) days before accepting it. Plaintiff also has the right to revoke this Agreement at any time within the seven (7) day period following the date of execution of this Agreement. Nothing herein shall be construed to waive or release any claims which by express mandate of law may not be waived.

6. Attorney's Fees: Each Party hereto shall bear its own costs and attorney's fees related to this Agreement and the Dispute.

7. No Admissions: This Agreement is entered into in connection with the compromise and settlement of disputed claims, and the execution of this Agreement does not constitute and shall not be construed as an admission of fault, liability, or wrongdoing by any Party hereto. As such, this Agreement is not intended and shall not be construed to constitute a statement by either party as to the validity or invalidity of any legal or factual contention advanced in this matter. This Agreement is not to be cited as evidence of discrimination or as background information in any other case or dispute involving CMS or its employees. It is further agreed and acknowledged that the consideration for this Agreement is provided solely to resolve this matter and that CMS does not admit any liability on account of any of Plaintiff's claims or matters, but expressly denies all such liability.

8. Authority: The Parties to this Agreement represent and warrant that they have taken all actions and obtained all authorizations, consents, and approvals as are conditions precedent to their authority to execute this Agreement.

9. Entire Agreement: This Agreement contains the entire agreement between the Parties hereto and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein. The terms of this Agreement are contractual and not merely a recital. This Agreement may not be altered or amended except by an agreement in writing duly executed by all of the Parties hereto.

10. Mutually Drafted Agreement: All of the Parties to the Agreement have had the opportunity to be fully and completely represented by counsel of their own choosing in the



negotiation and drafting of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement.

11. Governing Law: This Agreement is entered into in the State of North Carolina and shall be construed and interpreted in accordance with the laws of the State of North Carolina regardless of choice of law principles to the contrary.

12. Counterparts: This Agreement may be executed in counterparts. The parties hereto may sign separate signature pages that shall constitute one Settlement Agreement binding on all of the signatories hereto, notwithstanding that the signatories are not signing the same page. Facsimile or other electronic copies shall suffice as originals.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURE PAGE IMMEDIATELY FOLLOWING ON THE NEXT PAGE**

IN ENTERING INTO THIS AGREEMENT, EACH PARTY REPRESENTS THAT THE  
TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ AND THOSE  
TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.

Entered into and effective this the 23<sup>rd</sup> day of August, 2018 ("Effective Date").

Accepted for and on behalf of the Charlotte-  
Mecklenburg Board of Education.

Karen Sutton

Clayton M. Wilcox  
Dr. Clayton M. Wilcox, Superintendent

Karen Sutton

Julie Babb

Julie Babb

George Battle, General Counsel

George Battle

## AGREEMENT

WHEREAS a dispute has arisen between Total Administrative Services Corporation ("TASC") and the Charlotte-Mecklenburg Board of Education ("CMS") regarding the reconciliation of CMS's account with TASC as of June 30, 2015;

WHEREAS, to avoid costly litigation, TASC and CMS wish to use a third party to reconcile the final balance of said account; and

WHEREAS, TASC and CMS wish to be contractually bound by the results of such third party reconciliation.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, TASC and CMS (the "parties") hereby agree as follows:

1. The parties will employ the firm of Dixon Hughes Goodman LLP ("Dixon Hughes") to reconcile the final account balance of Client ID 4103-2255-3715.
2. Dixon Hughes will use "Agreed Upon Procedures" approved by the parties in order to reconcile the final account balance ("the reconciliation").
3. Dixon Hughes will issue a final written report to the parties simultaneously.
4. The fee for Dixon Hughes's services will be divided evenly between the parties.
5. Each party agrees to be bound by the reconciliation regarding sums owed to the other, if any, and the parties hereby release each other from any claims against each other regarding sums addressed by the reconciliation.
6. Each party agrees to pay any amount owed to the other within sixty (60) days of the date of the reconciliation.

Agreed to this the 20<sup>th</sup> day of August, 2015.

[Remainder of Page Intentionally Left Blank]

Total Administrative Services Corporation

(Affix Corporate Seal)

John R. Schanen  
Signature

John R Schanen  
Print Name

Corporate Controller  
Title

ATTEST

\_\_\_\_\_  
Corporate Secretary

Charlotte-Mecklenburg Board of Education

Mary T. McCray  
Signature

Mary T. McCray  
Print Name

Board of Educ. Chairperson  
Title

Total Administrative Services Corporation

(Affix Corporate Seal)

John R. Schanen  
Signature

John R Schanen  
Print Name

Corporate Controller  
Title

ATTEST

Frank W Barton  
Corporate Secretary

Charlotte-Mecklenburg Board of Education

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into to be effective August 25, 2015, by and between the Landlord and the Tenant named below.

### ARTICLE 1 - BASIC LEASE TERMS

For the purposes of this Lease, the following terms shall have the meanings set forth below:

- 1.1 Landlord. The Charlotte-Mecklenburg Board of Education.
- 1.2 Tenant. Veritas Community School, Inc., a North Carolina nonprofit corporation, d/b/a Veritas Community School, a Challenge Foundation Academy
- 1.3 Building. The buildings located at 800 Everett Place, Charlotte, North Carolina and commonly known as Villa Heights School (the "Buildings") known as Mecklenburg County Tax Parcel Nos. 08310209 and 08310210, as shown on Exhibit A attached hereto and incorporated herein by reference. The Buildings and the land on which they are located are collectively referred to herein as the "Leased Premises"
- 1.4 [intentionally deleted]
- 1.5 Lease Term. From the date of this Lease -- June 15, 2016; and thereafter year-to-year (June 16-June 15) unless terminated pursuant to the provisions of this Lease; but in no event longer than June 15, 2025.
- 1.6 Base Rent. N/A. Tenant shall be responsible for certain improvements to the Buildings as provided herein.
- 1.7 Security Deposit. \$5,000.00
- 1.8 Addresses. See Section 12.5.
- 1.9 Permitted Use. The operation of a charter school.
- 1.10 Common Areas. N/A.

## **ARTICLE 2 - GRANTING CLAUSE AND RENT PROVISIONS**

2.1 Grant of Premises. Landlord hereby leases the Leased Premises to Tenant during the Lease Term, subject to the provisions of this Lease.

2.2 Base Rent; Late Payment. [intentionally deleted]

## **ARTICLE 3 - OCCUPANCY AND USE**

3.1 Use. The Leased Premises shall be used and occupied only for the purpose as set forth in Section 1.9. Tenant has inspected the Leased Premises and the Building and accepts them in their present "AS-IS" condition. Tenant, at its expense, shall comply with all applicable legal requirements and with the rules and regulations of the Leased Premises adopted or amended from time to time by Landlord that do not unreasonably interfere with use of the Leased Premises for the purposes set forth in Section 1.9. If Tenant is not complying with such legal requirements, rules and regulations, Landlord, may, at its election, enter the Leased Premises without liability therefor and fulfill Tenant's obligations at Tenant's expense.

3.2 Entry. Landlord or its authorized agents shall at any and all reasonable times have the right to enter the Leased Premises without liability therefor.

## **ARTICLE 4 - UTILITIES AND SERVICES**

4.1 Utilities. Tenant shall, at Tenant's sole cost and expense, pay separately all utilities provided to the Leased Premises. Tenant shall pay directly to the applicable utility provider(s) all use, connection and consumption charges for gas, water, electricity, telephone, garbage collection and any other utility services used in the Leased Premises during the term hereof by Tenant.

4.2 Theft or Burglary. Landlord shall not be liable to Tenant for losses to the Leased Premises, Tenant's property or personal injury caused by criminal acts or entry by any person into the Leased Premises.

## **ARTICLE 5 - REPAIRS AND MAINTENANCE**

5.1 Landlord Repairs. Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Leased Premises during the term of this Lease. Landlord shall not be liable to Tenant for any damage or inconvenience, and Tenant shall not be entitled to any damages nor to any abatement or reduction of rent by reason of any maintenance, repairs, replacements, alterations or additions made by Landlord under this Lease.

5.2 Tenant Repairs. Tenant, at its own cost and expense, shall perform such maintenance, repairs and replacements as are required to keep the Leased Premises in good condition and shall repair or replace any damage or injury to all or any part of the Leased Premises caused by any act or omission of Tenant or Tenant's agents, employees, invitees, licensees or visitors. At the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Leased Premises to Landlord in as good condition as existed at the commencement

date of this Lease, ordinary wear and tear and damage by fire or other casualty excepted (provided that the exception for damage by fire or other casualty shall apply only if Tenant has maintained the insurance required under this Lease such that insurance proceeds are available to the extent provided in the applicable insurance policy).

#### **ARTICLE 6 - ALTERATIONS AND IMPROVEMENTS**

Tenant waives any defects in the Leased Premises and accepts (1) the Leased Premises as suitable for the purpose for which they are leased and (2) the Leased Premises and every part and appurtenance thereof as being in good and satisfactory condition. Tenant shall not make or allow to be made any structural alterations, physical additions or improvements in or to the Leased Premises (including signs on the exterior of the Buildings) without first obtaining the written consent of Landlord, consent not to be unreasonably withheld.

Tenant, at its sole cost and expense, shall make the improvements to the Building as generally described on Exhibit B attached hereto and incorporated herein by reference (the "Tenant's Required Improvements"). Construction cost estimates for Tenant's Required Improvements are also summarized on Exhibit B. The scope of work for Tenant's Required Improvements have been approved by Landlord's Building Services staff prior to the date of this Lease, and Tenant may commence work on the Tenant's Required Improvements upon written approval from Landlord of plans currently being prepared by Tenant for the Tenant's Required Improvements. Landlord agrees that it will not unreasonably withhold or delay approval of Tenant's plans for the Tenant's Required Improvements upon Landlord's receipt of the plans from Tenant. Tenant shall use good faith, reasonable efforts to complete Tenant's Required Improvements no later than November 15, 2015 and in any event all of Tenant's Required Improvements shall be completed no later than October 1, 2016, subject to delays caused by Landlord.

#### **ARTICLE 7 - CASUALTY AND INSURANCE**

7.1 Damage. Tenant shall at all times during the term of this Lease insure the Leased Premises against such risks, in an amount and with such deductibles as Landlord reasonably considers appropriate, such insurance to name Landlord as an additional insured, such insurance to be approved in writing by the Department of Insurance and Risk Management. Landlord shall not be obligated in any way or manner to insure any personal property of Tenant. If the Leased Premises are partially (to the extent of more than 40%) or totally destroyed by fire or other casualty, then, at Landlord's sole option, this Lease may be terminated immediately upon written notice and without liability to Landlord for any damage or expense suffered by Tenant. If the Lease is not terminated, Landlord shall proceed with reasonable diligence to rebuild or repair the Building or other improvements (but not any of Tenant's property) to substantially the same condition in which they existed prior to the damage and the Lease shall continue.

7.2 Hold Harmless. Landlord shall not be liable to Tenant or to Tenant's students, customers, employees, agents, guests or invitees, or to any other person whomever, for any injury to persons or damage to property on or about the Leased Premises, including but not limited to, consequential damage, (1) caused by any act or omission of Tenant, its students, employees, subtenants, licensees and concessionaires or of any other person entering the Leased Premises by



express or implied invitation of Tenant, or (2) arising out of the use of the Leased Premises by Tenant, its employees, subtenants, licensees, concessionaires or invitees, or (3) arising out of any breach or default by Tenant in the performance of its obligations hereunder, or (4) caused by the improvements located in the Leased Premises becoming out of repair or by defect in or failure of equipment, pipes; or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Leased Premises, or (5) arising out of the failure or cessation of any service provided by Landlord, and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless, from any liability, loss, expense or claim (including, but not limited to reasonable attorneys' fees) arising out of such damage or injury, except to the extent cause by the negligence or intentional misconduct of Landlord. Nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Leased Premises or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord acting within the scope of their authority. Further, Tenant specifically agrees to be responsible for and indemnify and hold Landlord harmless from any and all damages or expenses of whatever kind arising out of or caused by a burglary, theft, vandalism, malicious mischief or other illegal acts performed in, at or from the Leased Premises, except to the extent cause by the negligence or intentional misconduct of Landlord.

7.3 Insurance. Additionally, Tenant at all times during the Lease term shall, at its own expense, keep in full force and effect the following insurance, in form and substance, with carriers, and in an insured amount, reasonably satisfactory to Landlord: (a) commercial general liability insurance (with "personal injury" coverage and contractual liability coverage) and (b) standard extended coverage insurance for the full insurable value of Tenant's personal property, trade fixtures and all improvements to the Leased Premises installed at Tenant's expense (except that Tenant may elect to self-insure against the risks covered by the insurance described in the clause (b)). Tenant will provide Landlord with copies of insurance certificates or other evidence of insurance at the commencement of this Lease and annually thereafter and at any time there are changes thereto.

## ARTICLE 8 - CONDEMNATION

[Intentionally Deleted]

## ARTICLE 9 - ASSIGNMENT OR SUBLEASE

9.1 Assignment. Tenant shall not assign, sublet, transfer or hypothecate, in whole or in part, this Lease, by operation of law or otherwise, without the prior written consent of Landlord, and in no event shall any such assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder. This prohibition shall not prohibit Tenant from permitting temporary community use of the Lease Premises (e.g. school clubs, boy scouts, community meeting) in a manner consistent with Landlord's Community Use of Schools policies and regulations then in effect.

9.2 Landlord Assignment. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Leased Premises, subject to this Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and

all liabilities under this Lease arising after the date of such sale, assignment or transfer, provided such sale, assignment or transfer is made subject to this Lease.

9.3 Estoppel Certificates. Tenant agrees to furnish, from time to time, within ten (10) days after receipt of a request from Landlord or Landlord's mortgagee, a statement certifying such matters as may be required by Landlord or Landlord's mortgagee.

## ARTICLE 10 - RULES AND REGULATIONS

The Rules and Regulations attached hereto as Exhibit C shall apply to Tenant's use of the Leased Premises. Landlord shall be entitled to make reasonable changes to the Rules and Regulations not inconsistent with Tenant's Permitted Use.

## ARTICLE 11 - DEFAULT AND REMEDIES

11.1 Default by Tenant. The following shall be deemed to be events of default by Tenant under this Lease: (1) Tenant shall fail to pay when due any payment required pursuant to this Lease that is not cured within five (5) days after notice to Tenant, or fails to make any Required Improvements in substantial accordance with the provisions Exhibit B; (2) Tenant shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; (3) Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (4) Tenant shall do or permit to be done any act which results in a lien being filed against the Leased Premises that is not removed or bonded over within twenty (20) days after notice to Tenant; (5) the liquidation, termination or dissolution of Tenant; or (6) Tenant shall be in default of any other term, provision or covenant of this Lease, other than those specified in subparts (1) through (5), above, and such default is not cured within thirty (30) days after written notice thereof to Tenant.

11.2 Remedies for Tenant's Default. Upon the occurrence of any event of default set forth in this Lease, Landlord shall have the option to pursue any one or more of the remedies set forth in this Section without additional notice or demand:

(1) Without declaring the Lease terminated, Landlord may relet the Leased Premises on behalf of Tenant and receive the rent directly by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Leased Premises; further, Tenant agrees to reimburse Landlord for any reasonable expenditures made by it in order to relet the Leased Premises, including, but not limited to, remodeling and repair costs.

(2) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer for any reason due to the termination of this Lease under this Section, including (without limitation) loss and damage due to the failure of Tenant to maintain and/or repair the Leased Premises as required hereunder and/or due to the inability of Landlord to relet the Leased Premises on satisfactory terms or otherwise.

In addition to any other remedy set forth in this Lease, Landlord shall have all rights and remedies available pursuant to North Carolina law. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Landlord only by written notice of such termination to Tenant, and no other act or omission of Landlord shall be construed as a termination of this Lease.

11.3 Remedies Cumulative. All rights and remedies of Landlord herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

## ARTICLE 12 – MISCELLANEOUS

12.1 Waiver. Failure of Landlord to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Landlord shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease.

12.2 Act of God. Landlord and Tenant shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to the other, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by the other party.

12.3 [intentionally deleted]

12.4 Successors. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.

12.5 Notices. Any notice under this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt required, hand delivered, or sent by nationally recognized overnight carrier, addressed to the parties at the respective addresses set forth herein (or, in the case of Tenant, at the Leased Premises), or to such other addresses as the parties may have designated by written notice to each other, with copies of notices to Landlord being sent to Landlord's address as shown herein. Notices to the Tenant shall be given at the Premises and to the address on the signature page below. Notices to Landlord shall be given at: CMS Auxiliary Services, 3301 Stafford Drive, Charlotte, NC 28208, Attention: Peggy Hey.

12.6 [intentionally deleted]

12.7 Sale of Leased Premises. Upon any conveyance, sale or exchange of the Leased Premises or assignment of this Lease, Landlord shall be and is hereby entirely free and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission relating to the Leased Premises or this Lease occurring after the consummation of such conveyance, sale, exchange or assignment;

provided, however that provided such conveyance, sale, exchange or assignment is made subject to this Lease.

12.9 Time is of the Essence. The time of the performance of all of all of the covenants, conditions and agreements of this Lease is of the essence of this Lease.

12.10 Exhibits. All exhibits to this Lease are attached hereto and incorporated herein by this reference.

12.11 Termination Rights. Landlord shall have the right to terminate this Lease at any time if and when Landlord determines that it will use the Leased Premises for operation of a CMBE school by furnishing notice of termination to Tenant not later than the third Tuesday of November (i.e. one week after the typical first regular meeting in November of the Board of Education) with any such termination to be effective as of the June 15 of the next calendar year. For clarity and by way of example, if Landlord has determined it will use the Leased Premises for operation of a CMBE school for the 2016-2017 CMBE school year and notifies Tenant prior to November 17, 2015, then then this Lease shall terminate on June 15, 2016. Because Tenant shall perform the Tenant's Required Improvements and a portion of the Tenant's Required Improvements are permanent improvements to the Building that will benefit Landlord, if Landlord terminates this Lease to operate a CMBE school at the Leased Premises, Landlord shall pay Tenant a termination fee that is equal to the unamortized portion (based on an 10-year amortization schedule) of the cost of the Tenant Improvements that are permanent and beneficial to Landlord. The estimated cost of the Tenant's Required Improvements is \$365,092.00 (the "Maximum Cost"). Upon completion of the Tenant's Required Improvements, Tenant will notify Landlord of the total actual cost incurred by Tenant in connection with the Tenant's Requirement Improvements, including amounts paid to Tenant's architect, contractors, subcontractors and suppliers, and permitting costs (the "Actual Costs"), together with invoices or other documentation supporting Tenant's calculations of the Actual Costs. The lower of the Actual Costs and the Maximum Cost is referenced herein as the "Construction Costs"). It is agreed that the Tenant Required Improvements will benefit the Landlord, and accordingly upon any termination of this Lease by Landlord as stated in this paragraph, Landlord shall reimburse Tenant for a portion of the Construction Costs in accordance with the following chart:

Effective Date of Termination for School Use by Landlord	Termination Fee to be Paid by Landlord (reflecting remaining value of Tenant Required Improvements to Landlord)
June 15, 2016	90% of Construction Costs
June 15, 2017	80% of Construction Costs
June 15, 2018	70% of Construction Costs
June 15, 2019	60% of Construction Costs
June 15, 2020	50% of Construction Costs
June 15, 2021	40% of Construction Costs
June 15, 2022	30% of Construction Costs
June 15, 2023	20% of Construction Costs
June 15, 2024	10% of Construction Costs

June 15, 2025

0% of Construction Costs

\*June 15, 2016 is first possible termination date of termination for school use by Landlord.

Tenant may terminate this Lease for convenience by notice to Landlord. No termination fee shall be due if Tenant terminates this Lease for convenience or Landlord terminates this Lease due to a default by Tenant.

### ARTICLE 13 - AMENDMENT AND LIMITATION OF WARRANTIES

13.1 Amendment. THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY LANDLORD AND TENANT.

13.2 Limitation of Warranties. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

13.3 Waiver and Releases. TENANT SHALL NOT HAVE THE RIGHT TO WITHHOLD OR TO OFFSET RENT OR TO TERMINATE THIS LEASE EXCEPT AS EXPRESSLY PROVIDED HEREIN. TENANT WAIVES AND RELEASES ANY AND ALL STATUTORY LIENS AND OFFSET RIGHTS.

[Signatures appear on next page]

EXECUTED by Tenant and by Landlord on the dates set forth below to be effective as of the date set forth in the first sentence of this Lease..

LANDLORD:

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

By: Ann Oark  
Its: Superintendent  
Date: 8-30-15

Approved as to form:

[Signature]  
Kevin M. Bringewatt

Insurance provisions reviewed and approved by  
Insurance and Risk Management

[Signature]  
Christee Gibson

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT:

VERITAS COMMUNITY SCHOOL, INC.,  
a North Carolina nonprofit corporation,  
d/b/a Veritas Community School,  
a Challenge Foundation Academy

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED by Tenant and by Landlord on the dates set forth below to be effective as of the date set forth in the first sentence of this Lease.

LANDLORD:

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

By: \_\_\_\_\_  
Its: Superintendent  
Date: \_\_\_\_\_

Approved as to form:

Insurance provisions reviewed and approved by  
Insurance and Risk Management

\_\_\_\_\_  
Kevin M. Bringewatt

\_\_\_\_\_  
Chrislee Gibson

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT:

VERITAS COMMUNITY SCHOOL, INC.,  
a North Carolina nonprofit corporation,  
d/b/a Veritas Community School,  
a Challenge Foundation Academy

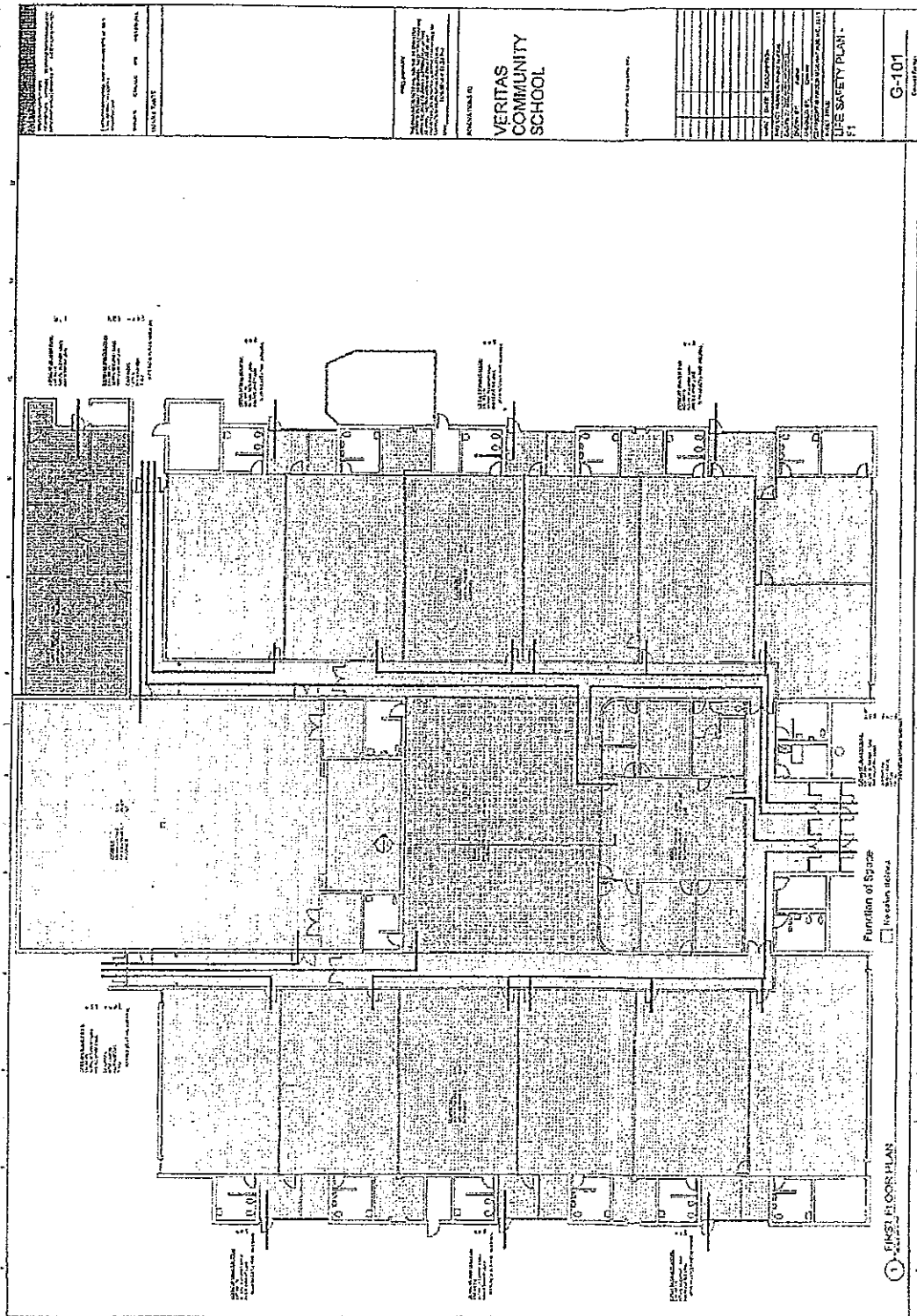
By: Bonita Phin  
Its: Board Chair  
Date: 8/28/15

Address:

2943 Providence Trail Lane  
Charlotte, NC 28270  
\_\_\_\_\_

EXHIBIT A  
[Buildings – See Attached]





**EXHIBIT B**  
**[Tenant's Required Improvements]**

Installation of a new sprinkler system and modifications to existing fire alarm systems for the Building, in accordance with requirements of the Mecklenburg County Building Standards Department.

EXHIBIT C  
RULES AND REGULATIONS

1. Tenant shall not at any time occupy any part of the Leased Premises as sleeping or lodging quarters.
2. Tenant shall not place, install or operate on the Leased Premises or in any part of the Leased Premises any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Leased Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material without written consent of Landlord (notwithstanding the foregoing, Tenant may have a breakroom with usual equipment such as a microwave oven, and a lunchroom and kitchen for school lunches with typical equipment).
3. Landlord will not be responsible for lost or stolen merchandise, trade fixtures, furniture, furnishings, personal property, equipment, money or jewelry from the Leased Premises regardless of whether such loss occurs when the area is locked against entry or not.
4. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the Leased Premises (notwithstanding the foregoing, Tenant may have temporarily have animals on the property if part of a school assembly/special event or if needed in connection with a disability of a student or employee – e.g. a “seeing-eye” dog).
5. No person shall disturb neighbors of the Leased Premises by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.
6. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Leased Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.
7. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls of the Building, but may use, repair or replace any existing system for school purposes.
8. Tenant shall store all its trash and garbage within the Leased Premises until daily removal of same by Tenant to such location in the Building as may be designated from time to time by Landlord. No material shall be placed in the Building trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Leased Premises is located without being in violation of any law or ordinance governing such disposal.
9. Tenant shall comply, at its sole expense, with applicable laws, rules, regulations and standards relating to protection of human health or safety or the environment, including, without limitation, the federal Comprehensive Environmental Response, Compensation and



# CERTIFICATE OF LIABILITY INSURANCE

VERIT-1

OP ID: LY

DATE (MM/DD/YYYY)

07/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Insurance People  
P. O. Box 3006  
Durham, NC 27715-3006  
John S. Ramsey

Phone: 919-383-0442

Fax: 919-382-3378

CONTACT

NAME

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Utica National Ins. Group

25976

INSURER B: Employers Preferred Ins. Co.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
VERITAS Community School  
800 Everett Pl.  
Charlotte, NC 28250

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SOBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC	X	BINDER	07/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BINDER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BINDER	07/01/2015	04/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	BINDER	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> W.C. STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property		BINDER	07/01/2015	04/01/2016	Building 4,690,000 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Charlotte-Mecklenburg Schools is Additional Insured with regard to General Liability as their interest may appear.

## CERTIFICATE HOLDER

## CANCELLATION

CHARLOT

Charlotte-Mecklenburg Schools  
P.O. Box 30035  
Charlotte, NC 28230

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
John S. Ramsey

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made and entered into this 28th day of January, 2015 by and between Ellis Leon Williams (the "Plaintiff"), and the Charlotte-Mecklenburg Board of Education (the "Defendant"). Plaintiff and Defendant are referred to herein jointly as "the Parties."

WHEREAS, Plaintiff filed a lawsuit in the United States District Court for the Western District of North Carolina, Charlotte Division, Civil Action No. 3:13-cv-00292-DSC (the "Action"), asserting claims of employment discrimination (the "Claims"); and

WHEREAS, the Defendant emphatically denies Plaintiff's allegations and asserts it acted legally and appropriately in all respects related to Plaintiff's employment. The Defendant is prepared to take this matter to court for a resolution but is mindful that protracted, time-consuming, and costly litigation is not in anyone's best interest.

WHEREAS, Plaintiff has agreed to dismiss all Claims and release the Defendant from any further actions for the consideration stated below.

NOW, THEREFORE, in consideration of the promises and releases contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. *Dismissal With Prejudice.* Upon execution of this Agreement, Plaintiff and Defendant agree to the execution and filing of a Stipulation of Dismissal with Prejudice in the form attached hereto, which shall be filed by the Plaintiff with the Court to dismiss the Action.

2. *Settlement Agreement.* All Claims by Plaintiff against the Defendant shall be resolved upon the terms and conditions of this Agreement, which shall include the dismissal of the Claims with prejudice and release of all Claims by Plaintiff in return for the payment by or

on behalf of the Defendant to Plaintiff in the total sum of \$15,000.00. The checks will be issued by the Defendant and the Parties have agreed to designate the settlement funds as follows:

\$7,500.00 Wage compensation to Plaintiff, for which a W-2 will be issued.

\$7,500.00 To the law firm of Ferguson, Chambers & Sumter, P.A., representing settlement of the Action for attorneys' fees and costs, for which a Form 1099 will be issued to Plaintiff.

The amounts designated as wage compensation are subject to tax withholding, and the Parties understand and acknowledge that the Defendant will withhold state income tax, federal income tax, social security, and such other funds as required by law from the settlement amount. Plaintiff understands that no retirement contributions will be made or withheld by the Defendant in connection with this settlement. Plaintiff agrees to indemnify the Defendant for any tax payments or withholding applicable.

The settlement payment shall be made within five (5) business days after the Defendant's receipt of this Agreement executed by the Plaintiff and shall be delivered to Plaintiff's counsel. The Parties agree that the proceeds of the checks will not be disbursed by Plaintiff's counsel until such time as this Agreement is duly executed and the Stipulation of Dismissal with Prejudice is filed with the Court, and this fully executed Agreement and a filed copy of the dismissal is received by Defendant's attorneys.

3. *Purpose of Payment.* It is expressly agreed and understood by the Parties that this Settlement Agreement and resolution of the Claims is not an admission of wrongdoing of any kind by any of the Parties or any of the individuals named in the Claims. To the contrary, the Defendant adamantly denies that there has been any wrongdoing or illegal action toward the Plaintiff. It is expressly understood that the settlement and payment hereunder is made for the

purpose of reaching an early resolution of this matter, thus avoiding the risks, expense, and disruption of continued litigation of the Claims, including the expense to all Parties of possible appeals and further proceedings. This Agreement shall not be admissible as evidence of liability, wrongdoing, legal responsibility, coverage, or otherwise in any proceeding of any kind. Notwithstanding the foregoing, in the event that an action is commenced by or on behalf of a Party against any firm, corporation, or other entity, specifically including, but not limited to Defendant or any of the individuals named in the Claims, in violation of the terms hereof, then this Agreement may be pleaded in bar of any such action. The Parties agree and acknowledge that the payments and other consideration made pursuant to this Agreement shall be made and accepted as a full, complete, final and binding compromise of matters involving disputed issues; that payments shall not be considered admissions by any Party hereto of any liability, wrongdoing, legal responsibility, or coverage under any coverage agreement; and that no past or present liability, wrongdoing, legal responsibility, or coverage under any coverage agreement on the part of any Party shall be implied by any payments.

4. *Additional Consideration by Defendant.* Effective June of 2015, Plaintiff's position of CTE High School Instructional Coordinator, currently a 10-month position, will be re-classified to a 12-month position of employment with Defendant. Plaintiff has all rights and legal protections afforded to him as a teacher as defined by applicable North Carolina law. During the Summer months of this 12-month position Plaintiff will report to his immediate supervisor, the Principal of the school to which he is assigned, or the Superintendent or his/her designee will assign a supervisor, except that Plaintiff will not report to the current Director of the Career and Technical Education Department.

5. *Release.* To the fullest extent permitted by law, Plaintiff, for himself and his representatives, heirs, successors, and assigns, does hereby forever discharge and release Defendant, its current and former members, its current and former employees, representatives, liability coverage providers, agents, attorneys, successors, and assigns, ("Releasees") from any and all past, present, or future liability, claims, demands, obligations, charges, actions, causes of action, rights, damages, costs, losses of services, expenses, and compensation of any nature whatsoever, including attorney's fees, whether based on statute, tort, contract or any other theory of recovery, whether at law or in equity, known or unknown, which Plaintiff now has, or which may hereinafter accrue or otherwise be acquired, on account of: (1) the matters alleged in (or which could have been alleged in) or relating to the Action including, but not limited to, any claims the Plaintiff may have against the Releasees under Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act, the Equal Pay Act, the Americans With Disabilities Act of 1990, as amended, the North Carolina Wage and Hour Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act, the Retaliatory Employment Discrimination Act, the Employment Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act; any term, provision or amendment to the Constitution of the United States of America or the Constitution of the State of North Carolina; North Carolina statutory or common law claims, including contract and tort claims; or other federal, state or local laws relating to employment, employment discrimination or benefits associated with employment, claims for emotional distress, mental anguish, personal injury, and any other injuries or damages; (2) employment by the Defendant and related events; (3) any contracts, agreements, or other dealings between the Releasees or their officers, employees, or agents; and (4) any and all other claims of any kind whatsoever,



including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiff, general or compensatory damages or payment of any kind, or any claims of Plaintiff's representatives or heirs, at any time up to the execution of this Agreement, except as to obligations arising out of the terms of this Agreement (the "Released Claims"). Plaintiff expressly acknowledges that he is agreeing to a full and broad release of the foregoing and any possible claims arising at any time throughout his employment with the Defendant up to and including the time of this Release.

Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect his decision to enter into this Agreement. Plaintiff assumes the risk that the facts or law may be other than he believes. Plaintiff hereby warrants that he is entering into this Settlement Agreement and Release of Claims after consultation with attorneys and/or other advisors with regard to all aspects of the matter at hand, including the tax and other legal consequences of the settlement and, in doing so, has taken into consideration the fact that serious or unexpected consequences, including further injuries or damages, may result in the future from the events, circumstances, and occurrences giving rise to or related to the Released Claims. Plaintiff further warrants that no promise or inducement not herein expressed has been made, and that in entering this Settlement Agreement and Release of Claims, the Plaintiff does not rely upon any statement or representation made by any Releasee, including their attorneys, agents, employees, or representatives, concerning the nature, extent, or duration of any injuries, losses, or damages, or the tax consequences, or the legal liability therefor, which result from or may be a

consequence of the Released Claims. Plaintiff further agrees that he has accepted the obligations herein as a complete compromise of matters involving disputed issues of law and fact. It is understood and agreed to by the Parties that this settlement is a compromise of disputed claims, and the agreements are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied. The Plaintiff agrees that no further action may be filed against the Releasees or their employees based on the Released Claims or the related events and circumstances.

Plaintiff agrees that, to the full extent this provision is permissible and enforceable under applicable law, he will not institute any legal or administrative proceedings against the Defendant or any of the Releasees pursuant to any laws, state, local, or federal, as to any matter based upon, arising out of or related to the employment relationship between Defendant and Plaintiff through the date of this Agreement, or any of the events described or which could have been raised in the Claims or Action. Plaintiff further agrees that, to the full extent this provision is permissible and enforceable under applicable law, in the event any person or entity should institute any legal or administrative proceedings on Plaintiff's behalf, he hereby waives and forfeits any right to recover under said claim and will cooperate with any efforts to have such claim on his behalf dismissed. In the event that an action is commenced by Plaintiff in violation of the terms hereof, then this Agreement may be pleaded in bar of any such action, and the party so pleading this Agreement shall be entitled to injunctive relief and reasonable attorneys' fees. Plaintiff agrees that he will not solicit nor encourage claims or suits by third parties against the Defendant and that he will not participate in such claims or suits except in response to lawful process or court order.

This Release does not include: (i) any claim that cannot lawfully be released or discharged; (ii) any claim that relates to Plaintiff's right to enforce this Agreement; (iii) any claim that may arise after he signs this Agreement; or (iv) prevent him from filing or participating in any government investigation or filing any charge or complaint with a governmental agency (this Release may limit or bar remedies based upon such charge or complaint if such charge or complaint is premised on a claim that existed as of the signing of this Agreement).

6. *Plaintiff's Specific Release of Age Discrimination in Employment Claims.*

Plaintiff acknowledges that this Agreement includes a release and waiver of any and all claims of age discrimination he may have under the Age Discrimination in Employment Act (ADEA) and the Older Worker Benefits Protection Act. Plaintiff understands that he is not releasing any ADEA claims that arise after he signs this Agreement.

The Parties agree that the consideration amount set forth in Paragraph 2, above, is being provided, in part, in exchange for Plaintiff's knowing and voluntary release and waiver of all rights and claims he has or may have arising under the ADEA.

Plaintiff acknowledges that the Defendant has advised him, in writing, to consult with an attorney prior to executing this Agreement, and that the Defendant provided him with at least twenty-one (21) days to review and consider this Agreement before executing it. Plaintiff agrees that, if he executes this Agreement prior to the end of the twenty-one (21) day period, such early execution was a knowing and voluntary waiver of his right to consider this Agreement for at least twenty-one (21) days.

Plaintiff and the Defendant agree that, for a period of seven (7) calendar days following the execution of this Agreement, Plaintiff may revoke those provisions of this Agreement

releasing and waiving his rights and claims under the ADEA, and those provisions shall not become effective or enforceable until the revocation period has expired without Plaintiff exercising the right to revoke.

All other terms and conditions of this Agreement shall be binding and enforceable immediately upon Plaintiff's execution of this Agreement, and shall remain effective regardless of whether Plaintiff revokes his waiver and release of ADEA rights and claims.

7. *Indemnification - Medical Expenses and Liens.* Plaintiff expressly confirms that he is not now, nor has ever been a Medicare beneficiary. Plaintiff further represents that there are no liens or reimbursement rights to any hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company or attorney enforceable against the proceeds of this settlement or against those released by this Release and Agreement including the named Defendant and those that may be making the payments herein. If any such lien or reimbursement right is ever exerted against those being released herein, the Plaintiff covenants to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromised basis, and to obtain a release from anyone exerting such lien or reimbursement right releasing those released herein and to indemnify and hold harmless any Releasee from any costs, expenses, attorney fees, claims, actions, judgments or settlements resulting from the assertion or enforcement of any such lien or reimbursement right by any entity having any such lien or reimbursement right.

8. *Attorney's Fees.* Plaintiff agrees that each party shall bear fully their own costs of this matter, including but in no way limited to the cost of attorney's fees. Plaintiff and his attorney(s) expressly waive any claim or right to seek or collect costs including attorney's fees, irrespective of whether Plaintiff or his attorney(s) may otherwise be entitled to costs under any applicable law.

9. *Voluntary Agreement.* In entering into this Agreement, Plaintiff has relied upon the advice of his own advisors and/or attorneys, who are individuals of his own choice, that the terms of this Agreement have been completely reviewed by Plaintiff and his advisors and/or attorneys, and that the terms of this Agreement are fully understood and voluntarily accepted by Plaintiff.

10. *Warranties of Capacity and Authority.* Each party represents and warrants to the other parties that: (a) Such party has been fully informed of and has full knowledge of the terms and contents of this Agreement; (b) Such party has received the counsel and assistance of such party's advisors and/or attorney(s) with respect to all aspects of this Agreement, including but not limited to, the terms, contents, and consequences of this Agreement; (c) Such party is authorized to execute this Agreement in his or its name, being under no disability and being of sufficient age by law to do so; and (d) Such party has executed this Agreement, or has caused this Agreement to be duly and properly executed by its authorized officers and/or representatives, as the party's own free and voluntary act, with the intention to be bound hereby.

11. *Non-Disparagement.* The Parties agree not to disparage one another, directly or indirectly, in connection with any matters set forth or giving rise to any matters set forth in this Agreement, including but not limited to statements or any other communications that either party, including any employee of Defendant or any Releasee, engaged in any wrongful act. The Parties further agree to use their best efforts to direct third parties to not disparage the Parties. Nothing herein shall preclude the Defendant from responding to public records requests or otherwise complying with law, including releasing any information required by N.C. Gen. Stat. § 115C-320.

12. *Communications.* Other than as required by law, the Parties agree to limit any comments or communications about the Claims to a statement that the Settlement Agreement speaks for itself and is a public record. The Parties agree not to represent to any person that the settlement or payment provided herein is an admission of wrongdoing, fault, or legal responsibility or an admission of coverage under any coverage agreement on the part of any Party. Further, the parties agree that this Agreement is a public record pursuant to law.

13. *Governing Law.* This Agreement shall be construed and interpreted in accordance with the law of the State of North Carolina.

14. *Further Assurances.* All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

15. *Taxes.* Plaintiff acknowledges that he is solely responsible for considering and complying with any tax consequences arising in any way from this Agreement.

16. *Entire Agreement.* This Agreement contains the entire agreement between Plaintiff and the Defendant with regard to the matters set forth in it and all negotiations, discussions, representations, proposals, or other terms are merged herein and deliberately excluded by the Parties.

17. *Binding.* This Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. In the event there is any inconsistency between this Agreement and any other document pertaining to this matter, then the language of this Agreement prevails in all respects.

18. *Counterparts and Execution.* This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute

one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."

19. *Severability.* The Parties agree that, in the event that any provision or portion of a provision of this Agreement is deemed unenforceable as a matter of law, the remaining provisions shall retain their binding force.

20. *Opportunity to Cure.* In the event that a party believes that the other party is in breach of this Agreement, the party's initial sole recourse is to provide written notice to the other party of the purported breach and to give the party an opportunity to take reasonable measures to cure the breach. Any action to enforce this Agreement can only be initiated in the event that the other party has failed to take reasonable measures to cure a breach after first receiving 30 days written notice. This document will be interpreted in favor of maintaining the binding effect of this Agreement.

21. *Effective Date.* This Agreement shall, upon execution by Plaintiff, immediately become effective and enforceable (General Effective Date), except for the waiver of ADEA claims which shall not become effective or enforceable until the expiration of the seven (7) day revocation period described in Paragraph 6, above (ADEA Effective Date).

ACCORDINGLY, the Parties agree and accept each and every term of this Settlement Agreement and Release of Claims as binding, valid, and fully enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties to this Agreement have hereunder set their  
respective hands and seals, this the 28 day of January, 2015.

MR. ELLIS LEON WILLIAMS

*Ellis Leon Williams*

*Cora F. Davis*

Witness:

Print Name: Cora F. Davis

CHARLOTTE-MECKLENBURG BOARD  
OF EDUCATION

\_\_\_\_\_  
By: Ann Clark  
Deputy Superintendent

\_\_\_\_\_  
Witness:

Print Name:



IN WITNESS WHEREOF, the Parties to this Agreement have hereunder set their  
respective hands and seals, this the 30<sup>th</sup> day of January, 2015.

MR. ELLIS LEON WILLIAMS

CHARLOTTE-MECKLENBURG BOARD  
OF EDUCATION

Ann Clark 1-30-15

By: Ann Clark  
~~Deputy Superintendent~~

Nancy K. Will

Witness:

Print Name:

Nancy K. Will

Witness:

Print Name: